



CITY OF SEATTLE

City Council

Agenda

Tuesday, October 28, 2025

2:00 PM

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

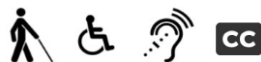
**Sara Nelson, Council President
Joy Hollingsworth, Member
Debora Juarez, Member
Robert Kettle, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Mark Solomon, Member
Dan Strauss, Member**

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

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CITY OF SEATTLE

City Council Agenda

October 28, 2025 - 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. Speakers must be registered in order to be recognized by the Chair. Details on how to register for 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.

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.

Written comments must be submitted prior to 10 a.m. to ensure that they are distributed to Councilmembers prior to the start of the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Comments received after 10 a.m. will be distributed after the meeting to Councilmembers and included as part of the public record.

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 499](#)

October 28, 2025

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 542](#) October 14, 2025

Attachments: [Minutes](#)

Bills:

2. [CB 121095](#) AN ORDINANCE appropriating money to pay certain claims for the week of October 6, 2025, through October 10, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Attachments: [Summary and Fiscal Note](#)

3. [CB 121096](#) AN ORDINANCE appropriating money to pay certain claims for the week of October 13, 2025, through October 17, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Attachments: [Summary and Fiscal Note](#)

H. COMMITTEE REPORTS

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

CITY COUNCIL:

1. [CB 121094](#) AN ORDINANCE relating to land use and zoning; prohibiting negative use restrictions that limit a property's use as a grocery store or pharmacy; adding a new Section 23.42.140 to the Seattle Municipal Code; amending Sections 23.90.004 and 23.90.018 of the Seattle Municipal Code; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

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

2. [CB 121088](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation), effective from January 23, 2023, through January 22, 2028; and ratifying and confirming certain prior acts.

Attachments: [Att 1 – Agreement by and between The City and Local 77 SDOT](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att 1 - Bill Draft of Agreement by and between The City and Local 77 SDOT](#)
[Central Staff Memo](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR**J. ADOPTION OF OTHER RESOLUTIONS****K. OTHER BUSINESS****L. ADJOURNMENT**



Legislation Text

File #: IRC 499, **Version:** 1

October 28, 2025



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 121095	AN ORDINANCE appropriating money to pay certain claims for the week of October 6, 2025, through October 10, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Strauss</u>		
2. CB 121096	AN ORDINANCE appropriating money to pay certain claims for the week of October 13, 2025, through October 17, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Nelson</u>		
3. CB 121097	AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator (CMEO) Unit for the period effective from January 1, 2025, through December 31, 2025; and ratifying and confirming certain prior acts.	City Council
<u>By: Nelson</u>		
4. CB 121098	AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the International Brotherhood of Electrical Workers, Local No. 77, Information Technology Professionals' Unit for the period effective from January 1, 2026, through December 31, 2026; and ratifying and confirming certain prior acts.	City Council
<u>By: Kettle</u>		
5. Appt 03328	Appointment of Bonnie J. Glenn as Director of the Office of Police Accountability, for a term to December 31, 2026.	City Council
<u>By: Solomon</u>		
6. Appt 03323	Appointment of Stephanie Lachman as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2026.	Land Use Committee

By: Solomon

7. [Appt 03324](#) Appointment of Eric Alipio as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2027. Land Use Committee

By: Solomon

8. [Appt 03325](#) Appointment of Amira Beasley as member, Equitable Development Initiative Advisory Board, for a term to February 29, 2028. Land Use Committee

By: Solomon

9. [Appt 03326](#) Appointment of Ernesto Oliva as member, Equitable Development Initiative Advisory Board, for a term to February 29, 2028. Land Use Committee

By: Solomon

10. [Appt 03327](#) Appointment of E.N. West as member, Equitable Development Initiative Advisory Board, for a term to February 29, 2028. Land Use Committee

By: Strauss

11. [CB 121099](#) AN ORDINANCE relating to acceptance of funding from non-City sources; authorizing the Mayor or the Mayor's designee to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2025-2030 CIP; and ratifying and confirming certain prior acts. Select Budget Committee

By: Strauss

12. [CB 121100](#) AN ORDINANCE relating to automated traffic safety cameras; updating financial and fund policies related to the use of cameras and the name of the associated fund; and amending Ordinance 124230. Select Budget Committee

By: Strauss

13. [CB 121101](#) AN ORDINANCE relating to the financing of the Memorial Stadium redevelopment project; amending Ordinance 127125 to increase the amount of an existing interfund loan; creating the 2027 Multipurpose LTGO Bond Fund B, and allowing it to be a borrowing fund for the loan; and authorizing the loan of funds in the amount of \$39,800,000 from multiple city funds as bridge financing to the 2027 Multipurpose LTGO Bond Fund B for the Memorial Stadium redevelopment project. Select Budget Committee

By: Strauss

14. [CB 121102](#) AN ORDINANCE relating to City financial management; closing certain funds and authorizing the Office of City Finance to take action pursuant to those closures; authorizing the transfer of all unexpended and unencumbered balances and other assets and liabilities of those funds; abandoning appropriation authority from those funds; retiring an obsolete interfund loan authorization; and repealing Ordinance 124892. Select Budget Committee

By: Strauss

15. [CB 121103](#) AN ORDINANCE relating to contracting indebtedness; authorizing and providing for the issuance and sale of limited tax general obligation bonds to pay or reimburse all or part of the costs of various elements of the City's capital improvement program and for other City purposes approved by ordinance and to pay the costs of issuance of the bonds; providing parameters for the bond sale terms including conditions, covenants, and other sale terms; amending Ordinance 123480, as previously amended by Ordinances 124341, 124637, and 124924; Ordinance 124053, as previously amended by Ordinances 124146 and 124341; Ordinance 124341, as previously amended by Ordinance 126938; Ordinance 124637, as previously amended by Ordinance 126938; Ordinance 124924, as previously amended by Ordinances 125986 and 126938; and Ordinance 125197, as previously amended by Ordinances 125456, 125715, and 125986; and ratifying and confirming certain prior acts. Select Budget Committee

By: Strauss

16. [CB 121104](#) AN ORDINANCE relating to the electric system of The City of Seattle; adopting a system or plan of additions, improvements, and betterments to and extensions of the existing municipal light and electric power generation, transmission, and distribution system of the City; authorizing the issuance and sale of municipal light and power revenue bonds for the purposes of providing funds to pay part of the cost of carrying out that system or plan, providing for the reserve fund requirement (if necessary), and paying the costs of issuance of the bonds; providing parameters for the bond sale terms including conditions, covenants, and other sale terms; describing the lien of the bonds and authorizing their issuance as either senior lien parity bonds or junior lien bonds; and ratifying and confirming certain prior acts. Select Budget Committee

By: Strauss

17. [CB 121105](#) AN ORDINANCE relating to fees and charges for permits and activities of the Seattle Department of Construction and Inspections, related fees by other departments, and technical corrections; adding a new Section 22.900G.025 to the Seattle Municipal Code; and amending Sections Select Budget Committee

22.900B.010, 22.900C.010, 22.900D.010, 22.900D.150, 22.900G.010, 22.900H.020, 22.900H.030, 22.900H.050, 22.900H.060, 22.900H.070, and 22.900H.080 of the Seattle Municipal Code.

By: Strauss

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| 18. CB 121106 | AN ORDINANCE relating to street and sidewalk use; amending the Street Use Fee Schedule authorized by Section 15.04.074 of the Seattle Municipal Code. | Select Budget Committee |
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By: Strauss

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| 19. CB 121107 | AN ORDINANCE relating to Seattle Parks and Recreation; establishing the 2026 fee schedule for the use of park properties and other park and recreation facilities and services; and superseding previous park and recreation fee schedules. | Select Budget Committee |
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By: Strauss

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| 20. CB 121108 | AN ORDINANCE relating to the Sweetened Beverage Tax; amending Section 5.53.055 of the Seattle Municipal Code to remove obsolete guidance on use of proceeds and remove non-supplantation funding provisions. | Select Budget Committee |
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By: Strauss

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| 21. CB 121109 | AN ORDINANCE relating to graffiti nuisance enforcement; transferring authority to enforce the City's graffiti nuisance code from the Director of Seattle Public Utilities to the Superintendent of the Department of Parks and Recreation; and amending Section 10.07.010 of the Seattle Municipal Code. | Select Budget Committee |
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By: Strauss

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| 22. CB 121110 | AN ORDINANCE relating to short-term rental tax revenue; amending Ordinance 125872 to specify use of revenue proceeds; and ratifying and confirming certain prior acts. | Select Budget Committee |
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By: Strauss

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| 23. Res 32184 | A RESOLUTION amending Resolution 31334; establishing the City Council's intent to fund the Seattle City Employees' Retirement System as informed by the January 1, 2025 Actuarial Study. | Select Budget Committee |
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By: Strauss

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| 24. Res 32185 | A RESOLUTION approving interest rates set by the Seattle City Employees' Retirement System (SCERS) Board of Administration for 2026. | Select Budget Committee |
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By: Strauss

25. CF 314544	2026 Proposed Budget.	Select Budget Committee
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By: Strauss

26. CF 314545	2026 - 2031 Proposed Capital Improvement Program.	Select Budget Committee
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Legislation Text

File #: Min 542, **Version:** 1

October 14, 2025

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, October 14, 2025

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Sara Nelson, Council President

Joy Hollingsworth, Member

Debora Juarez, Member

Robert Kettle, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

Mark Solomon, Member

Dan Strauss, 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 City Hall in Seattle, Washington, on October 14, 2025, pursuant to the provisions of the City Charter. The meeting was called to order at 2:04 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

C. PRESENTATIONS

Council President Juarez presented a Proclamation proclaiming October 2025 to be "Domestic Violence Awareness Month in Seattle," and recognizing Thursday, October 16, 2025, as "Purple Thursday."

The following Councilmembers affixed their signature to the Proclamations:
9 - Hollingsworth, Juarez, Kettle, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

By unanimous consent, the Council Rules were suspended to allow Councilmember Juarez to present the Proclamations, and to allow Judith Panlasigui, Manager for the Mayor's Office on Domestic Violence and Sexual Assault, and Naseem Ghazanfari, Seattle Women's Commission, to address the Council.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Dean Kubota
Patrick Foley
Emily Thompson
Lisandro Vela
Matt Davies
Moana Hao-Wohlwend
Matt Kurvink
Daniel Gallagher
Norris Cooper
Miriam Roskin
Eric Kennedy
Bennett Haselton
Nathan Wall
Lilly Hayward
Carter Nelson
Gabriel Jones
Howard Gale
Meredith Holzemer
Irene Wall
William Schneider
Sam Wolff
Rosalie Merks
Alex Martin
Scott Lien
Joe Kunzler
Shreyasi Paudel
Hali Willis
Carolanne Sanders

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 498](#)

October 14, 2025

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the 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 541](#) September 23, 2025**

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

Bills:**2. [CB 121085](#) AN ORDINANCE appropriating money to pay certain claims for the week of September 15, 2025, through September 19, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

3. [CB 121086](#) **AN ORDINANCE appropriating money to pay certain claims for the week of September 22, 2025, through September 26, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

4. [CB 121087](#) **AN ORDINANCE appropriating money to pay certain claims for the week of September 29, 2025, through October 3, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

Appointments:

HOUSING AND HUMAN SERVICES COMMITTEE:

5. [Appt 03238](#) **Reappointment of Twyla Minor as member, Seattle Housing Authority Board, for a term to September 30, 2026.**

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

In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon
Opposed: None

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

6. [Appt 03239](#) **Reappointment of Robert D. Crutchfield as member, Seattle Housing Authority Board, for a term to December 1, 2026.**

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

In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon

Opposed: None

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

7. [Appt 03240](#) **Reappointment of Paul Purcell as member, Seattle Housing Authority Board, for a term to December 1, 2026.**

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

In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon

Opposed: None

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

8. [Appt 03241](#) **Appointment of Kristin Ryan as member, Seattle Housing Authority Board, for a term to March 19, 2027.**
- The Committee recommends that City Council confirm the Appointment (Appt).**
- In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon**
- Opposed: None**
- The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**
- In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon**
- Opposed: None**
- Absent(NV): 1 - Strauss**
9. [Appt 03242](#) **Reappointment of Rita Howard as member, Seattle Housing Authority Board, for a term to March 20, 2027.**
- The Committee recommends that City Council confirm the Appointment (Appt).**
- In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon**
- Opposed: None**
- The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**
- In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon**
- Opposed: None**
- Absent(NV): 1 - Strauss**
10. [Appt 03243](#) **Reappointment of Paula L. Houston as member, Seattle Housing Authority Board, for a term to March 20, 2028.**
- The Committee recommends that City Council confirm the Appointment (Appt).**
- In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon**
- Opposed: None**
- The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

PUBLIC SAFETY COMMITTEE:

11. [Appt 03303](#) **Appointment of Jennifer Carl as member, Community Police Commission, for a term to December 31, 2025.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

12. [Appt 03304](#) **Appointment of Jeremy Holmes as member, Community Police Commission, for a term to December 31, 2026.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

13. [Appt 03322](#) **Appointment of Rick Williams as member, Community Police Commission, for a term to December 31, 2027.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon

Opposed: None

Absent(NV): 1 - Strauss

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 121077](#) **AN ORDINANCE relating to City employment; adopting a 2025 Citywide Position List.**

Motion was made by Council President Nelson, duly seconded and carried, to pass Council Bill 121077.

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

HOUSING AND HUMAN SERVICES COMMITTEE:

2. [CB 121055](#) **AN ORDINANCE relating to the Multifamily Housing Property Tax Exemption Program; renewing and modifying the Program, including to make changes in conformity with state law; repealing Chapter 5.72 of the Seattle Municipal Code; and amending Chapter 5.73 and Sections 5.75.090 and 23.50A.062 of the Seattle Municipal Code.**

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

In Favor: 5 - Juarez, Nelson, Rinck, Saka, Solomon

Opposed: None

ACTION 1:

Motion was made by Councilmember Solomon and duly seconded to amend Council Bill 121055, Section 2, Chapter 5.73 of the Seattle Municipal Code, as shown in Attachment 1 to the Minutes.

The Motion carried by the following vote:

In favor: 9 - Juarez, Hollingsworth, Kettle, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

ACTION 2:

Motion was made by Councilmember Solomon and duly seconded to further amend Council Bill 121055, Section 2, Chapter 5.73 of the Seattle Municipal Code, as shown in Attachment 2 to the Minutes.

The Motion carried by the following vote:

In favor: 9 - Juarez, Hollingsworth, Kettle, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

SELECT BUDGET COMMITTEE:

3. [CB 121083](#) **AN ORDINANCE relating to taxation; imposing a local sales and use tax to fund investments in criminal justice; repealing obsolete sales and use tax provisions; adding a new Section 5.60.029 to the Seattle Municipal Code; renumbering Sections 5.60.030 and 5.60.040 of the Seattle Municipal Code as Section 5.60.065 and further amending the section; repealing Section 5.60.050 and 5.60.060 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.**

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

In Favor: 8 - Strauss, Hollingsworth, Juarez, Kettle, Nelson, Rinck, Saka, Solomon

Opposed: 1 - Rivera

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Saka, Solomon, Strauss

Opposed: 1 - Rivera

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

4. [CB 121051](#) **AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; revising rates and charges for solid waste services; revising credits to low-income customers for solid waste services; adding solid waste service categories; and amending Sections 21.36.010, 21.36.012, 21.36.016, 21.40.050, 21.40.060, 21.40.070, 21.40.080, 21.40.085, and 21.76.040 of the Seattle Municipal Code.**

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

In Favor: 3 - Hollingsworth, Kettle, Strauss

Opposed: 1 - Rivera

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

In Favor: 8 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Saka, Solomon, Strauss

Opposed: 1 - Rivera

PUBLIC SAFETY COMMITTEE:

5. [CB 121079](#) **AN ORDINANCE relating to the City’s civil infraction code; conforming the Seattle Municipal Code with changes in state law and making technical corrections; and amending Sections 16.64.040 and 21.36.922 of the Seattle Municipal Code.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

6. [CB 121080](#) **AN ORDINANCE relating to the City’s criminal code; conforming the Seattle Municipal Code with changes in state law and making technical corrections; adding a new Section 12A.06.095 to the Seattle Municipal Code; amending Sections 3.33.020, 12A.06.187, 12A.06.195, 12A.09.020, 12A.12.040, 12A.14.075, and 12A.14.170 of the Seattle Municipal Code; and repealing Sections 12A.06.045, 12A.08.120, and 12A.08.130 of the Seattle Municipal Code.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

7. [CB 121081](#) **AN ORDINANCE relating to the City's traffic code; conforming the Seattle Municipal Code with changes in state law and making technical corrections; and amending Sections 11.22.080, 11.31.050, and 11.58.005 of the Seattle Municipal Code.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

8. [CB 121064](#) **AN ORDINANCE relating to removing the City residency requirement for judges pro tempore in Seattle; amending Section 3.33.140 of the Seattle Municipal Code.**

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

In Favor: 4 - Kettle, Saka, Hollingsworth, Juarez

Opposed: None

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

In Favor: 9 - Nelson, Hollingsworth, Juarez, Kettle, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. EXECUTIVE SESSION*

At 4:02 p.m., Council President Nelson announced that the Council would convene in Executive Session regarding Pending, Potential or Actual Litigation, with an estimated end time of 5:15 p.m.

The Executive Session concluded at 5:01 p.m.

M. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:01 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on October 28, 2025.

Sara Nelson, Council President of the City Council

Attachment 1: Att 1 - Action 1 of CB 121055

Attachment 2: Att 2 - Action 2 of CB 121055

Att 1 - Action 1 of CB 121055

Amendment A Version 1 to CB 121055 – Multifamily Tax Exemption Program (MFTE)
Reauthorization Ordinance

Sponsor: Councilmember Solomon

Add a policy regarding demolition of units, eliminate the later extension application deadline for 2025 expiring projects, and eliminate provision allowing units in extending properties to maintain their original unit designation.

Effect: This amendment would make the following changes:

- Bring CB 121055 in compliance with RCW 84.14.040(5)(c), which requires that local governments utilizing MFTE must establish requirements addressing demolition of existing structures.
- Eliminates the provision establishing a later application deadline for 2025 expiring projects to apply for an extension, since that deadline is moot.
- Eliminates a provision allowing extending project to opt to maintain their unit designation, in order to achieve compliance with the RCW authorizing MFTE.

1. Amend Section 2, 5.73.040.A of CB 121055 to create a new subsection 5.73.040.A.11 as follows:

5.73.040 Eligibility

...

A. General requirements

...

11. If the construction of a new residential building results in the demolition of an existing residential building that is subject to the City's tenant relocation assistance requirements under Chapter 22.210, the owner must demonstrate compliance with Chapter 22.210.

2. Amend Section 2, 5.73.090.C.1 of CB 121055 as follows:

5.73.090 Exemption—Duration—Limits

A. . . .

...

~~((D-))~~ C. Extended property tax exemption

1. ~~((As authorized by RCW 84.14.020(6), the Director may approve))~~ The owner may apply for an extended exemption of the value of ((renter-occupied)) qualifying multifamily rental housing ((qualifying under this Chapter 5.73)) from ad valorem property taxation for up to a total of 12 successive years beginning January 1 of the year immediately following the calendar year that the original 12-year exemption expires according to subsection 5.73.090.A ((if the owner is in compliance with the MFTE agreement for the property's initial 12-year exemption from property taxes for the multifamily housing according to subsection 5.73.090.A and that exemption expires on December 31, 2025, provided that:)) if the Office of Housing receives an application to extend MFTE for an additional 12 years, on a form provided by the Office of Housing, no later than May 1 of the scheduled expiration year, ~~except owners with exemptions expiring in 2025 may apply to extend MFTE by November 1, 2025 under the requirements of this ordinance. Property owners with exemptions expiring in 2025 must achieve full compliance with the requirements of this ordinance by June 30, 2027.~~

...

3. Amend Section 2, 5.73.090.C.5 of CB 121055 as follows:

5.73.090 Exemption—Duration—Limits

A. . . .

...

~~((D-))~~ C. Extended property tax exemption

...

~~((2-A))~~ 5. If the MFTE extension application is approved, a new ((contract)) MFTE agreement shall be executed and recorded on the title of the property that includes the multifamily housing committing the owner to requirements according to this Chapter 5.73, except that:

a. MFTE units shall be ~~((promptly))~~ leased at affordable rents to eligible households with annual incomes ~~((at or below 30 percent of median income for compact units in multifamily housing that also includes units larger than compact units, at or below 40 percent of median income for compact units in multifamily housing with no units larger than compact units, at or below 50 percent of median income for studio units, at or below 60 percent of median income for one-bedroom units, at or below 75 percent of median income for two-bedroom units, and at or below 80 percent of median income for three-bedroom and larger units.))~~ five percentage points lower than the limits according to subsection 5.73.040.B.4, except that the limits may not exceed 80 percent of median income per RCW 84.14.020 and studios greater than 320 square feet are regulated at 60 percent of median income; and

b. The ~~((contract))~~ MFTE agreement shall ~~((allow multifamily housing to transition to compliance with subsection 5.73.090.D.2.a))~~ consider current MFTE unit tenants income eligible as determined according to subsection 5.73.090.C.6.b, consistent with ~~((subsection 5.73.090.D.6))~~ subsection 5.73.090.C.9.

~~c. The owner or owner representative may elect to retain the existing MFTE units and unit classification. If an existing tenant is found to be no longer an eligible household per Section 5.73.105, the requirements in Section 5.73.105 regarding identification of another comparable unit apply.~~

...

Att 2 – Action 2 of CB 121055

Amendment B Version 1 to CB 121055 – Multifamily Tax Exemption Program (MFTE)
Reauthorization Ordinance

Sponsor: Councilmember Solomon

Establish conversion procedures and clarify start date of 12 year exemption for converting projects

Effect: This amendment would establish application and conversion procedures for projects converting from Program 6 to Program 7 while also clarifying that the “start date” for the 12 year exemption does not reset upon conversion.

2. Amend Section 2, 5.73.060.H of CB 121055 as follows:

**5.73.060 Application review—Issuance of Conditional Certificate—Denial—Appeal—
(~~Recording of contract~~) MFTE agreement**

A. The Director shall provide written notice of approval or denial of an MFTE application according to this Chapter 5.73 (~~within 90~~) no more than 60 days (~~of~~) after receipt of (~~the~~) a complete MFTE application (~~in accordance with~~) according to Section 5.73.050.

...

H.

1. If, on the effective date of this ordinance, an owner has submitted a valid MFTE application under a prior version of the MFTE program and has not yet received a Final Certificate, the owner may opt to convert the application to the most current MFTE program at any point before issuance of the Final Certificate.

2. An owner who in 2025 receives, or has received, a Final Certificate under Ordinance 125932 may opt to convert to the most current MFTE program. ~~The procedures to apply for a conversion, including any required fee, may be established by the Director. Property owners must submit an application for a conversion by December 31, 2025. OH has until June 30, 2026 to convert any projects approved under Ordinance 125932 to the most current MFTE program. The project shall operate under its existing MFTE agreement with terms established under Ordinance 125932 until a new contract with the most current MFTE program terms is executed. The start date for the 12-year tax exemption shall continue to be January 1 of the year immediately following the calendar year of the date of the Final Certificate issued under Ordinance 125932.~~ If that project has already leased some or all MFTE units, the affordable rents under Ordinance 125932 shall remain in effect for any eligible household in an MFTE unit

until the household vacates the unit, provided the household's lease was in effect prior to the effective date of this ordinance.



Legislation Text

File #: CB 121095, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of October 6, 2025, through October 10, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.
BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$27,281,229.06 on PeopleSoft 9.2 mechanical warrants numbered 4100974578 - 4100976639 plus manual or cancellation issues for claims, e-payables of \$25,257.93 on PeopleSoft 9.2 9100015719 - 9100015730, and electronic financial transactions (EFT) in the amount of \$57,477,271.33 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$70,560,790.20 on City General Salary Fund mechanical warrants numbered 10438333 - 10438639 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1014127 representing Gross Payrolls for payroll ending date October 7, 2025, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council October 16, 2025, is approved consistent with remaining appropriations in the current budget as amended.

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

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

ratified and confirmed.

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 28th of October, 2025, and signed by me in open session in authentication of its passage this 28th of October, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Kaitlin Klaustermeier	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of October 6, 2025, through October 10, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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.

Please describe any financial costs or other impacts of *not* implementing the legislation.
The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

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

This type of legislation authorizes payment of bill and payroll expenses for all City 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.**

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.**

N/A

- 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:

None.



Legislation Text

File #: CB 121096, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of October 13, 2025, through October 17, 2025, 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 \$23,300,487.83 on PeopleSoft 9.2 mechanical warrants numbered 4100976640 - 4100978186 plus manual or cancellation issues for claims, e-payables of \$40,258.95 on PeopleSoft 9.2 9100015731 - 9100015741, and electronic financial transactions (EFT) in the amount of \$77,887,158.73 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 as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 28th of October, 2025, and signed by me in open session in

authentication of its passage this 28th of October, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Kaitlin Klaustermeier	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of October 13, 2025, through October 17, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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.

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

The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

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

This type of legislation authorizes payment of bill and payroll expenses for all City 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.**

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.**

N/A

- 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:

None.



Legislation Text

File #: CB 121094, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; prohibiting negative use restrictions that limit a property's use as a grocery store or pharmacy; adding a new Section 23.42.140 to the Seattle Municipal Code; amending Sections 23.90.004 and 23.90.018 of the Seattle Municipal Code; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City finds and declares:

A. Grocery stores and pharmacies provide essential goods and services necessary for the public health and safety of the people of Seattle.

B. Grocery stores and pharmacies operate with thin profit margins and face numerous impediments to remaining open, including but not limited to the rising cost of goods and labor, tariffs, theft, and increasing competition with online shopping.

C. Multiple grocery stores in the City have recently closed or announced closures, including a Whole Foods Market on Capitol Hill and a Fred Meyer in the Lake City neighborhood.

D. Multiple pharmacies in the City have closed or have been announced for closure in the past year, including a Rite Aid in Wedgwood and a Bartell Drugs in University Village.

E. The closing of a single grocery store or pharmacy increases the risk that convenient access to essential goods and services may no longer be available or become more difficult for hundreds of people.

F. Lack of a grocery store or pharmacy located in close proximity to someone's work, school, or home increases their risk of food insecurity and creates a barrier to acquiring needed medications.

G. The City's Comprehensive Plan includes goals and policies which establish convenient access to grocery stores and pharmacies as a matter of public policy for the City, including but not limited to Policy GS 1.14, which directs the City to "support convenient access to healthful and culturally relevant food for all areas where people live by encouraging grocery stores, farmers' markets, and community food gardens."

H. Grocery store owners sometimes impose restrictive covenants or similar negative use restrictions limiting a property's future use as a grocery store after they close a store and sell the property. At least two covenants restricting a property's future use as a grocery store have been recorded on properties in Seattle. These covenants limited the square footage of any future grocery store in that location for as long as 50 years.

I. Restrictive covenants prohibiting a property's future use as a pharmacy are a common industry practice.

J. Restrictions on using a property as a grocery store or pharmacy create unnecessary and anti-competitive barriers to providing essential goods and services for the people of Seattle.

K. A long-standing macroeconomic trend is major grocery store consolidation. Kroger and Albertsons announced a merger plan in 2022 that could have resulted in store closures throughout the Seattle area. Although this merger was ultimately blocked in 2024, five major grocery store mergers or acquisitions were completed in the United States that year. This indicates an industry trend of consolidation and a continuing risk of future closures due to mergers or acquisitions.

L. Fred Meyer is owned by Kroger, which owns two other grocery stores less than two miles from the Fred Meyer Lake City location. This suggests a potential financial interest for Kroger to impose a restrictive covenant on the Lake City Way property.

M. The Fred Meyer in the Lake City neighborhood is scheduled for closure in October. Kroger stated it is considering redeveloping or selling the property.

N. The practice of imposing these restrictive covenants or similar negative use restrictions can result in grocery store and pharmacy deserts, where residents would lack convenient access to fresh, affordable,

nutritious, and culturally relevant food and essential medicine.

O. Given the negative public health and safety impacts of grocery store and pharmacy deserts and the other harmful effects of negative use restrictions as outlined above, the ongoing pattern of industry consolidation, the recent closures of grocery stores and pharmacies in Seattle, and the imminent closure of at least one more grocery store in Seattle, the City Council determines that an exemption from conducting review under the Washington State Environmental Policy Act (SEPA) of the proposed ban on negative use restrictions is necessary under Seattle Municipal Code Section 25.05.880. The proposed ban must be implemented immediately or within a period too short for full compliance with Seattle Municipal Code Chapter 25.05 to prevent an imminent threat to public health and safety.

P. Similarly, the City Council determines that the matters set forth in the foregoing findings create an emergency that justifies the adoption of the ordinance without a pre-adoption public hearing and making the ordinance immediately effective. Holding a public hearing (with 30 days' notice) and following the normal timelines for the ordinance becoming effective (e.g., after 30 days) would delay the proposed changes for over two months. During that period, it is likely that negative use restrictions could be imposed that would harm public health and safety, thus making emergency action necessary for the immediate preservation of public health and safety.

Q. Adopting this legislation as an interim ordinance addresses the need for immediate action as set forth in the preceding paragraphs. In addition, the City Council finds that it is appropriate for this interim ordinance to have a duration of one year to enable a work plan under which the Office of Planning and Community Development and Department of Construction and Inspections can undertake additional investigation and analysis to inform permanent legislation. The ongoing consolidation of the grocery and pharmacy industries as well as accelerating changes in national economic conditions warrant additional review of how negative use restrictions are being deployed by grocery and pharmacy chains both nationally and locally, to determine how permanent City regulations might appropriately contain different or additional measures in order to ensure the

maximum effectiveness of such regulations in addressing the City’s purposes as described above.

Section 2. A new Section 23.42.140 is added to the Seattle Municipal Code as follows:

23.42.140 Negative use restrictions related to grocery stores and pharmacies

A. The purpose of this Section 23.42.140 is to promote public health, safety, and welfare by prohibiting negative use restrictions that prohibit or restrict the use of real property as a grocery store or pharmacy. Except in particular circumstances, these restrictions interfere with public health, safety, and welfare, are contrary to clearly established public policy, and are an anti-competitive barrier to providing essential goods and services to the people of the City.

B. For purposes of this Section 23.42.140:

“Drug store” means a business establishment (or portion thereof) in multipurpose retail sales use that includes a pharmacy.

“Pharmacy” means a use in which prescription medications are securely stored and sold.

“Retail center” means a multi-tenanted or multi-owner retail development with at least one shared common area and that is subject to common management or common control through one or more restrictive covenants or easements.

C. Except as set forth in subsection 23.42.140.D, a private agreement that imposes a negative use restriction upon real property so as to prohibit or restrict the use of such real property for a grocery store or pharmacy, when such use would otherwise be permitted under this Title 23, is against public policy, is prohibited, and shall be void and unenforceable. The prohibition applies regardless of whether the private agreement is incorporated in a contract, a deed restriction, a restrictive covenant, a lease or memorandum of lease, or any other recorded or unrecorded instrument. It shall be unlawful for any person to enter an agreement that is prohibited by this subsection 23.42.140.C or for any person who is the beneficiary of a negative use restriction imposed by such an agreement to allow such a restriction to remain or to refuse to release it. For purposes of this subsection 23.42.140.C,

1. Restricting the use of real property for a grocery store or pharmacy includes limiting the size of a grocery store or pharmacy; and

2. The prohibition in this subsection 23.42.140.C applies to negative use restrictions that prohibit or restrict the use of real property for a pharmacy alone and to negative use restrictions that prohibit or restrict the use of real property for a drug store.

D. Subsection 23.42.140.C does not apply to:

1. An agreement imposing a negative use restriction that became effective prior to the effective date of this ordinance;

2. An agreement that imposes a negative use restriction to prohibit or restrict use of real property for a grocery store or pharmacy after an owner or operator of a grocery store or pharmacy discontinues operations of such a store on the property for the purpose of relocating the grocery store or pharmacy, if the parties provide documentation establishing that:

a. When compared to the discontinued store, the relocated grocery store or pharmacy is similar in size or larger and similar in the scope of products sold;

b. The relocated grocery store or pharmacy is located within one-half mile of the discontinued site;

c. At the time of closure the owner or operator has a reasonably achievable written plan to ensure that commencement of operations of the relocated grocery store or pharmacy at the new site occurs within one year following the discontinued store's closure; and

d. The negative use restriction imposed on the prior site does not have a term in excess of three years from the date of closure; and

3. An agreement that imposes a negative use restriction to prohibit or restrict use of real property for a grocery store or pharmacy in order to limit competition or conflicting uses within the confines of a retail center by allowing only a limited number of grocery stores or pharmacies within said retail center; provided,

however, that it shall be unlawful for any owner or operator who discontinues grocery store or pharmacy use at a site within a retail center for a period exceeding one year to seek to enforce a negative use restriction prohibiting or restricting grocery store or pharmacy uses within the retail center.

E. Upon written request of an owner or operator and the requester's presentation of evidence establishing extenuating circumstances that demonstrate good cause for the extension, the Director may, by written determination, extend the distance limit in subsection 23.42.140.D.2.b to no more than one mile; the time requirement in subsection 23.42.140.D.2.c; the term limit in subsection 23.42.140.D.2.d; or the time period in subsection 23.42.140.D.3, as any of them would apply to the requester. Factors to be considered in evaluating good cause include:

- a. Maintaining or increasing food and medicine access in the surrounding area, including the area around the discontinued site;
- b. Needs related to financing and construction for the new location; and
- c. Promoting private investment in the surrounding area.

F. Enforcement

1. Any private agreement that imposes a negative use restriction upon real property in violation of subsection 23.42.140.C is null and void and of no lawful force and effect.

2. The City is authorized to enforce this Section 23.42.140 using the procedures of Chapter 23.90.

3. Notwithstanding any contrary provision in this Title 23, and regardless of whether the City uses the procedures of Chapter 23.90, the City may enforce this Section 23.42.140 through a cause of action in a court of competent jurisdiction including declaratory relief, injunctive relief, or other legal or equitable remedy as appropriate to carry out the purpose and intent of this Section 23.42.140.

Section 3. Section 23.90.004 of the Seattle Municipal Code, last amended by Ordinance 118409, is amended as follows:

23.90.004 Duty to enforce((-))

* * *

D. It is the intent of this Land Use Code to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of this Code; provided that, for purposes of Section 23.42.140, it is the intent of this Land Use Code to place the obligation of compliance upon the foregoing persons and also upon any person that enters an agreement that is prohibited by Section 23.42.140 and upon any person with the authority to release or remove a negative use restriction imposed by such an agreement.

* * *

Section 4. Section 23.90.018 of the Seattle Municipal Code, last amended by Ordinance 127211, is amended as follows:

23.90.018 Civil enforcement proceedings and penalties

* * *

B. Specific violations

1. Violations of Section 23.71.018 are subject to penalty in the amount specified in subsection 23.71.018.H.
2. Violation of Chapter 23.58D with respect to a failure to timely submit the report required by subsection 23.58D.004.B or to demonstrate compliance with a commitment to meet the green building standard is subject to a penalty in an amount determined by subsection 23.58D.006.
3. Violation of subsection 23.40.007.B with respect to failure to demonstrate compliance with a waste diversion plan for a structure permitted to be demolished under subsection 23.40.006.D is subject to a penalty in an amount determined as follows:

$$P = SF \times .02 \times RDR,$$

Where:

P is the penalty;

SF is the square footage of the structure for which the demolition permit was issued; and

RDR is the refuse disposal rate, which is the per ton rate established in Chapter 21.40, and in effect on the date the penalty accrues, for the deposit of refuse at City recycling and disposal stations by the largest class of vehicles.

4. Violation of subsections 23.42.140.C, 23.55.030.E.3.a.3, 23.55.030.E.3.b, 23.55.034.D.2.a, and 23.55.036.D.3.b, or, if the Seattle Department of Construction and Inspections has issued an on-premises sign permit for a particular sign and the actual sign is not being used for on-premises purposes or does not meet the definition of an on-premises sign as defined in Chapter 23.84A, are subject to a civil penalty of \$1,500 per day for each violation from the date the violation begins until compliance is achieved.

C. Civil actions to enforce this Title 23 shall be brought exclusively in Seattle Municipal Court except for violations of Section 23.42.140, or of violations of permit terms related to Chapter 23.58C or as otherwise required by law or court rule. The Director shall request in writing that the City Attorney take enforcement action. The City Attorney shall, with the assistance of the Director, take appropriate action to enforce this Title 23. In any civil action filed pursuant to this Chapter 23.90, the City has the burden of proving by a preponderance of the evidence that a violation exists or existed. The issuance of the notice of violation or of an order following a review by the Director is not itself evidence that a violation exists.

D. Except in cases of violations of Section 23.42.140, or of violations of Chapter 23.58D with respect to failure to demonstrate compliance with a commitment to meet the green building standard or satisfy alternative standards, the violator may show as full or partial mitigation of liability:

1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or

2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or

labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant.

* * *

Section 5. The interim development regulations set forth in this ordinance shall be in effect for a period of one year from the effective date of this ordinance and shall automatically expire after the one-year period unless the same is extended as provided by statute, or unless terminated sooner by the City Council.

Section 6. Pursuant to RCW 36.70A.390, the Council will hold a public hearing within 60 days of adoption of this ordinance to take public testimony and to consider adopting further findings.

Section 7. Under RCW 36.70A.390, the Council approves the following work plan for the development of permanent regulations to address the issues in this ordinance and directs the Office of Planning and Community Development to transmit proposed legislation to the Council for adoption after resolution of any appeals under SEPA.

OPCD and SDCI undertakes investigation and analysis to inform permanent legislation	Fall of 2025 through Winter of 2026
Mayor Transmits permanent legislation to Council	Anticipated April 2026
Council considers and approves permanent legislation	Anticipated May through August 2026
Permanent Controls Effective	Anticipated September 2026

Section 8. Based on the authority of RCW 36.70A.390 and the findings of Section 1 of this ordinance, the public hearing requirement of Section 23.76.062 of the Seattle Municipal Code is waived for the adoption of this ordinance.

Section 9. The City may renew these interim regulations for one or more six-month periods in accordance with RCW 36.70A.390.

Section 10. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its

application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 11. Based on the findings of fact set forth in Section 1 of this ordinance, the Council finds and declares that this ordinance is a public emergency ordinance, which shall take effect immediately and is necessary for the protection of the public health, safety, and welfare.

Section 12. By reason of the findings set out in this ordinance, and the emergency that is hereby declared to exist, this ordinance shall become effective immediately upon a passage by a 3/4 vote of the Council, and its approval by the Mayor, as provided in Article IV, subsection 1.I of the Charter of the City.

Passed by a 3/4 vote of all the members of the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Mayor's Office	David VanSike (SDCI)	Jennifer Breeze

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to land use and zoning; prohibiting negative use restrictions that limit a property's use as a grocery store or pharmacy; adding a new Section 23.42.140 to the Seattle Municipal Code; amending Sections 23.90.004 and 23.90.018 of the Seattle Municipal Code; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Summary and Background of the Legislation:

- Defines “drug store,” “pharmacy,” and “retail center” for the purposes of this ordinance.
- Establishes that any negative use restriction that prohibits or restricts a property's use as a grocery store or pharmacy is null and void and of no lawful force and effect, with the following exceptions:
 - negative use agreements imposed prior to the effective date of the ordinance;
 - when a grocery store or pharmacy owner or operator relocates to a location within one half-mile of the discontinued site, the new site opens within one year of the closure, and the negative use restriction does not exceed three years; and
 - when a retail center limits competition or conflicting uses within the same retail center, not to exceed one year after the closure of the grocery store or pharmacy.
- Authorizes the Director of the Seattle Department of Construction and Inspections to extend the distance limit for the relocating store to up to one mile and increase the term limits for opening a new store and the negative use restriction on the closed store, if the owner or operator submits a written request providing evidence of extenuating circumstances and establishing good cause for the extension.
- Authorizes the City to enforce this ordinance using the procedures of Chapter 23.90, Enforcement of Land Use Code.
- Establishes that the City may enforce this ordinance through a cause of action in court.
- Places the obligation of compliance upon the persons selling the property, buying the property, any person who enters an agreement prohibited by this ordinance, and any person with authority to release or remove the negative use restriction.
- Establishes a civil penalty of \$1,500 per day from the date the violation begins until compliance is achieved.
- Exempts this ordinance from certain civil enforcement provisions established in Seattle Municipal Code 23.90.018.
- Establishes that this interim ordinance shall be in effect for one year and shall automatically expire unless extended as provided by statute or terminated sooner by the City Council.
- Directs the Council to hold a public hearing within 60 days of adoption of the ordinance.

- Approves a work plan to adopt permanent legislation.
- Waives the public hearing requirement of Seattle Municipal Code 23.76.062 based on the authority of RCW 36.70A.390.
- Declares a public health emergency and that this ordinance shall take effect immediately upon passage by a 3/4 vote of the Council.

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.

N/A

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 Seattle Department of Construction and Inspections and City Attorney's Office can absorb implementation within existing operations as city staff anticipate few and intermittent actions to enforce this legislation.

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

Not implementing this legislation could result in an extended vacancy where a grocery store or pharmacy has closed. This could result in reduced Business & Occupation and sales tax revenue to the City.

Please describe how this legislation may affect any City departments other than the originating department.

The Seattle Department of Construction and Inspections (SDCI) will hold the primary responsibility of administering the proposed legislation. The City Attorney's Office will coordinate with SDCI as needed when considering enforcement actions.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

The legislation proposes holding a public hearing within 60 days of adoption, pursuant to RCW 36.70A.390.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No.

c. Does this legislation affect a piece of property?

This legislation would affect property owners of existing grocery stores and pharmacies by prohibiting the negative use restrictions described above.

d. 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 will eliminate a potential barrier to providing essential services to the people of Seattle. Vulnerable and historically marginalized communities are more likely to experience food insecurity and live in areas with fewer grocery stores and pharmacies. Vulnerable and historically marginalized communities are less likely to own a car, which would make accessing groceries and medicine in another neighborhood more difficult. People with mobility issues would also be disproportionately impacted by a grocery store or pharmacy closing in their neighborhood.

- 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?**

The Seattle Department of Construction and Inspections will utilize the Language Line as needed to communicate with the public.

e. 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.**

Eliminating a potential barrier to providing convenient access to grocery stores and pharmacies may reduce the distance the people of Seattle must travel to fulfill daily needs, reducing carbon emissions.
- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

Eliminating a potential barrier to providing convenient access to grocery stores and pharmacies for the people of Seattle could increase Seattle’s resiliency. Having a grocery store or pharmacy nearby will help ensure the people of Seattle have access to essential goods and services during a major climate event that impacts transportation and utility infrastructure.
- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

This legislation establishes a new regulation but does not qualify as a new initiative or major programmatic expansion.
- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No.

5. ATTACHMENTS

Summary Attachments: None.



Legislation Text

File #: CB 121088, **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 International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation), effective from January 23, 2023, through January 22, 2028; and ratifying and confirming certain prior acts.

WHEREAS, the collective bargaining agreement between The City of Seattle (“City”) and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation) expired on January 22, 2023; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation) continued to work 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 and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation); and

WHEREAS, separate, future legislation, as required, 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 to execute a collective bargaining agreement between the City and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation),

effective from January 23, 2023, through January 22, 2028, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement by and between The City of Seattle and International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation).”

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 _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Agreement by and between The City of Seattle and International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation)

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL

BROTHERHOOD OF

ELECTRICAL WORKERS

Local No. 77

(SEATTLE DEPARTMENT OF TRANSPORTATION)

Effective from January 23, 2023 through January 22, 2028

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 77**

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE (“the City”) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77 (“the Union”) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PURPOSE OF THIS AGREEMENT

The City and the Union recognize that harmonious relations should be maintained between them and with the public so that the shared goal of an effective and efficient municipal government can be achieved.

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

IBEW Local 77, Seattle Department of Transportation, and the City of Seattle share a commitment to attracting and retaining workforce that reflects the diversity of our community. We believe that diversity makes us stronger and furthers the City of Seattle's commitment to Workforce Equity. We will continue to partner in recruitment and workforce development initiatives, including apprenticeship, to increase the participation of historically marginalized groups in the trades.

NON-DISCRIMINATION

The City and the Union agree that they will not discriminate against any employee by reason of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability.

The parties agree nothing in this contract, including seniority provisions, 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. Application of this provision is not intended to modify the requirements of Article 2.

ARTICLE 1. RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in RCW 41.56.010 , of all regular, full-time employees regular part-time and temporary whose job classifications are listed in Appendix A of this Agreement.

ARTICLE 2. UNION MEMBERSHIP AND DUES

2.1 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.

2.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

2.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. The City shall provide the Union every month a list of all new and reclassified employees covered by this agreement.

2.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

2.8 New Employee and Change in Employee Status Notification - The City shall supply the Union with the following information on a monthly basis for new employees:

- A. Name
- B. Home address
- C. Personal phone
- D. Personal email (if a member offers)
- E. Job classification and title
- F. Department and division
- G. Work location
- H. Date of hire
- I. Hourly or salary (FLSA) status
- J. Compensation rate

2.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

2.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

2.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during the parties Labor Management Committee meeting and shall not be subject to the grievance procedure set forth in this collective bargaining agreement.

ARTICLE 3. DURATION, MODIFICATION, AND CHANGES

3.1 This Agreement shall become effective January 23, 2023, and shall remain in effect through January 22, 2028. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) by not more than one hundred and twenty (120) calendar days prior to January 22, 2028. Any modifications requested by either party must be submitted to the other party no later than ninety (90) calendar days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

3.1.1 A Wage Review Committee shall be convened by the City to hear wage relationship adjustment requests from the Union. Such requests, together with justification therefore, must be presented by the Union to the Director of Labor Relations in writing no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular classification may only be submitted once during the period of the Agreement. The Director of Labor Relations or designee will approve or deny the union's request. If approved, the Parties understand and agree that any changes to wages are subject to approval pursuant to SMC 4.04.120.

ARTICLE 4. GRIEVANCE PROCEDURE

4.1 Because the terms of this Agreement may be subject to different interpretations, the City and the Union should have recourse to an orderly means of resolving any situation resulting in a grievance. The following outlines the procedures by which grievances shall be processed and is written as for a grievance of the Union against the City, but the steps are similar for a grievance of the City against the Union.

A grievance is defined as any dispute between the parties and/or any employee concerning the interpretation, application, claim of breach or violations of the terms and conditions addressed in this Agreement.

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 thirty (30) calendar days or less prior to the initial filing of the grievance.

4.1.2 Step 1. As the initial step, the grievance shall be submitted in writing by the Union (steward, member, or business representative) to the immediate supervisor of the employee within 30 calendar days of the occurrence or non-occurrence upon which the grievance is based. The grievance may also be discussed by the Union Steward and the immediate supervisor of the employee.

4.1.3 Step 2. If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be filed at Step 2, they shall submit it in writing to the appointing authority or designee within ten (10) working days after the discussions between the shop steward and the supervisor involved. The grievance should set forth the following:

- A. A statement of the nature of the grievance and the facts upon which it is based.
- B. The requested remedy or correction.
- C. The section or sections of the Agreement, if any, relied upon as being applicable thereto.

4.1.4 When a Step 2 grievance is filed, the Department shall reply in writing within ten (10) working days from the receipt of the grievance or within 10 (ten) working days of a meeting held between the Union and the Department to discuss the grievance

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

4.3 Step 4. If no settlement is arrived at in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. A demand for arbitration by the Union will be filed with the City's Director of Labor Relations and will be made within thirty (30) calendar days of the expiration of the City's timeframe for responding at Step 3 and will be accompanied by the following information:

1. Question or questions at issue
2. Section(s) of this Agreement allegedly violated
2. Statement of facts
3. Position of employee or employees
4. Remedy sought

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

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

- A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The 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.
- C. 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.
- D. Nothing herein shall be construed as preventing the City and the Union from settling by mutual agreement, prior to final award, any grievance submitted to arbitration herein.

4.3.1 By mutual agreement, the parties to this agreement, the Union and the City, may: 1) submit the grievance for mediation in lieu of arbitration; or 2) may request the arbitrator selected for arbitration, or another arbitrator, mediate the dispute which shall then be subject to arbitration if mediation should fail to result in a settlement.

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

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

4.6 Property Interest Discipline Grievance

- A. The burden of proof in disciplinary procedures shall be upon the City.
- B. Where an appointing authority or their designee imposes or intends to impose property-level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) a 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 the 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 and may not unduly delay the City's disciplinary processes.

ARTICLE 5. JOINT LABOR MANAGEMENT

5.1 The parties agree that the Joint Labor-Management Committee (JLMC) is established and authorized, consistent with applicable laws and the terms of this Agreement, to interpret, apply, and resolve issues and interests affecting Labor and/or Management consistent with the following principles:

1. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this Agreement.
2. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
3. To resolve general disputes arising between the City and the Union relating to matters covered by this Agreement.
4. To promote harmony between labor and management.

5.2 The JLMC does not waive or diminish Management rights set forth by Article 10 herein and does not waive or diminish the rights of the parties to use the grievance procedure set forth by Article 4 herein or the parties' respective rights in collective bargaining. The parties recognize that the JLMC may not be able to resolve every issue.

5.3 The JLMC shall meet at least quarterly or on a schedule mutually agreed to by the Parties. The JLMC shall be composed of three (3) representatives from Management and three (3) representatives from the Union. The parties may alter the composition of the JLMC by mutual agreement.

ARTICLE 6. WORK STOPPAGES

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. Specifically, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference.

ARTICLE 7. MEDICAL AND DENTAL CARE

7.1 Medical Care - During the term of this Agreement, the City shall provide a medical care plan to all eligible employees and their dependents. .

- A. When first eligible or during the open enrollment period, employees covered under this Agreement may enroll in the “Most Employees” medical care plans or in the “Local 77” medical care plans.
- B. During the term of this Agreement, the City and the Union agree to split the monthly health care premium costs for the “Local 77” medical care plans as follows: the City shall pay ninety percent (90%) and employees shall pay ten percent (10%) of such costs.
- C. Any changes during the term of this Agreement to the carrier, benefits, premium amounts, deductibles, coinsurance levels, copay amounts, and any other cost sharing terms of the “Local 77” medical care plans shall be negotiated by the Union and the City.
- D. If an employee who has enrolled in the “Local 77” medical care plans identified in Art. 7.1(A) subsequently elects to enroll in the “Most Employees” medical care plan, that employee may not elect to return to the “Local 77” medical care plans.

7.2 Dental Care - During the term of this Agreement, the City shall provide a dental care plan to all eligible employees and their dependents.

- A. When first eligible or during the open enrollment period, employees covered under this Agreement may enroll in any of the “Most Employees” or the “Local 77” dental care plans.
- B. During the term of this Agreement, the City shall pay one hundred percent (100%) of the monthly premiums for the “Local 77” dental care plans.
- C. Any changes during the term of this Agreement to the carrier, benefits, premium amounts, deductibles, coinsurance levels, copay amounts, and any other cost sharing terms of the “Local 77” dental care plans shall be negotiated by the Union and the City.

7.3 Vision Care - During the term of this Agreement, the City shall provide a vision care plan to all eligible employees and their dependents

- A. When first eligible or during the open enrollment period, employees covered under this Agreement may enroll in any of the “Most Employees” or the “Local 77” vision plans.
- B. During the term of this Agreement, the City shall pay one hundred percent (100%) of the monthly premiums for the “Local 77” vision care plans.

- C. Any changes during the term of this Agreement to the carrier, benefits, premium amounts, deductibles, coinsurance levels, copay amounts, and any other cost sharing terms of the “Local 77” vision care plans shall be negotiated by the Union and the City.

7.4 If a Medical, Dental or Vision carrier(s) for the L77 plans is unable or unwilling to maintain a major benefit now covered under the plans in Sections 7.1 7.2, and 7.3, the Parties shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan(s).

7.4.1 If state and/or federal healthcare legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of the agreement to negotiate the impact of such legislation shall not be to diminish existing benefit levels and/or to shift costs.

7.5 The City has discretion to offer additional health care plans which it may also revise or discontinue at its discretion. The annual open enrollment announcement to bargaining unit employees will include notice of these plans (if there are any) and will disclose that the plans are offered at the discretion of the City and are not the result of bargaining with the Union.

- A. There will be an annual open enrollment announcement addressed specifically to I.B.E.W., Local 77, bargaining unit members.
- B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans offered by the City at its discretion when an employee chooses to change plans during the open enrollment period.
- C. If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee’s health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the Plans or programs if chosen, provided the employee notifies the City of Seattle health care program manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.

7.5.1 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical, vision or dental 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 or dental benefits and is more cost effective.

7.6 Long Term Disability – Employees covered under this Agreement are eligible for Long-Term Disability insurance provided by the City to “Most City Employees.” The City will pay the full monthly premium cost of basic LTD coverage with a 90-day elimination period, which insures 60% of the employee’s first \$667 pre-disability earnings. Employees may purchase through a payroll deduction, optional supplemental LTD coverage with a 90-day elimination period, which insures 60%

of the remainder of the employee's base monthly wage (up to a maximum \$10,000.00 per month). Benefits may be reduced by the employee's income from other sources as set forth in the LTD plan.

7.6.1 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.

7.6.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

7.7 Life Insurance – The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

7.7.1 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.

7.7.2 The City will notify the Union whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked to be applied to the benefit of employees participating in the Group Term Life Insurance Plan.

7.7.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

7.8 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.

7.8.1 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

ARTICLE 8. ANNUAL VACATIONS

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rates shown in Section 8.1.2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.1.1 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave.

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

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>			<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>			<u>MAXIMUM VACATION BALANCE</u>
<u>Hours on Regular Pay Status</u>	<u>Vacation Earned Per Hour</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours Per Year</u>	<u>Maximum Hours</u>
0 through 08320	0460	0 through 4	12	.....	..... 192
08321 through 18720.....	0577	5 through 9 .....	.....	(96)....	.....
18721 through 29120.....	0615	10 through 14	15	 (120)	 240
29121 through 39520.....	0692	15 through 19 ....	.....	.....	.....
39521 through 41600.....	0769	20.....	16	 (128)	 256
41601 through 43680.....	0807	21.....	.....	.....	.....
43681 through 45760.....	0846	22.....	18	 (144)	 288
45761 through 47840.....	0885	23.....	.....	.....	.....
47841 through 49920.....	0923	24.....	20	 (160)	 320
49921 through 52000.....	0961	25.....	.....	.....	.....
52001 through 54080.....	1000	26.....	21	 (168)	 336
54081 through 56160.....	1038	27.....	.....	.....	.....
56161 through 58240.....	1076	28.....	22	 (176)	 352
58241 through 60320.....	1115	29.....	.....	.....	.....
60321 and over	1153	30.....	23	 (184)	 368
					
			24	 (192)	 384
					
			25	 (200)	 400
					
			26	 (208)	 416
					
			27	 (216)	 432
					
			28	 (224)	 448
					
			29	 (232)	 464
					
			30	 (240)	 480
					

Att 1 – Agreement by and between The City and Local 77 SDOT

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Effective sixty (60) calendar days after full ratification of this replacement agreement, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,441 -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

8.2 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 will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

8.3 Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

8.4 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three months if such exception is approved by both the appointing authority and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases, the appointing authority shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

8.5 The minimum vacation allowance to be taken by an employee shall be one-half of a day, or at the discretion of the appointing authority, a lesser amount may be approved.

8.6 An employee's unused vacation balance shall be cashed out upon separation from City service at the employee's primary rate of pay in effect at the time of separation. Upon the death of an employee in active service, such payment will be made to the estate of the deceased employee.

8.7 An employee returning from military leave of absence, shall be given service credit for such service for purposes of determining the vacation accrual rate upon return to employment.

8.8 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval by the appointing authority. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence unless the leave of absence is granted to allow the employee to participate as a member of the Union's negotiating committee, relative to collective bargaining for the purpose of amending provisions of this Agreement.

Where the terms of this section 8.8 are in conflict with SMC 4.26 Family and Medical Leave as it exists or may be hereafter modified, SMC 4.26 shall apply.

8.9 The appointing authority shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

ARTICLE 9. SICK, BEREAVEMENT, AND EMERGENCY LEAVE

9.1 All employees in classifications covered by this Agreement will be allowed sick leave according to provisions of SMC 4.24.

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

9.3 Employees shall be entitled to use sick leave for a qualifying reason after 30 calendar days of employment.

9.4 Unlimited sick leave credit may be accumulated. Upon retirement twenty-five percent (25%) of an employee's sick leave credit accumulation can be cashed out to the employee at the straight time rate of pay of such employee in effect on the day prior to their retirement.

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

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

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

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

9.6 Sick leave shall be recorded as used on time sheets or other forms required by the City. Any application for sick leave of over four (4) days' duration must be supported by a report of the employee's personal physician. All applications for sick leave must be approved by the City.

9.7 The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness. If an employee is on a special work schedule, particularly where a relief replacement is necessary if they are absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report to work.

9.8 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the Seattle Human Resources Director or the Department. While on sick leave, the employee shall undergo reasonable medical care and treatment.

9.9 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.

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

- A. The "*household*" is defined as the physical aspects of the employee's residence, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.
- B. The "*day*" of emergency leave may be used for-separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

9.11 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

ARTICLE 10. MANAGEMENT RIGHTS

10.1 The rights to hire, determine qualifications, promote, discharge for just cause, improve efficiency, determine work schedules and location of department headquarters are examples of management rights. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

10.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

10.3 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

10.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

ARTICLE 11. HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday following Thanksgiving Day
Christmas	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

11.2 An employee must be on pay status on the regularly scheduled work day immediately preceding or immediately following a holiday in order to qualify for holiday pay. New employees and employees returning from unpaid leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work except

- A. If an employee is on an authorized unpaid absence consisting of a total of four (4) days or less preceding or following a holiday, the employee shall be paid for the holiday.
- B. If any 1 authorized unpaid absence consisting of a total of four (4) days or less occurs such that an employee is on unpaid status preceding or following more than one (1) holiday, the employee shall be compensated for the first holiday only.

Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which falls within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

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

11.4 Personal holidays may not be carried over for use in a subsequent year. Employees are required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on a minimum disturbance to operations. Once

scheduled, this holiday will not be changed except when the employee and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with section 13.7.

Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.1.2) 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 (per Article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

ARTICLE 12. RETIREMENT

12.1 Pursuant to SMC 4.36, all employees covered under this agreement shall be covered by the Seattle City Employees' Retirement System.

12.1.1 Effective January 1, 2017, and pursuant to SMC 4.36, the City shall implement a new defined retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

12.1.2 Annual Cost of Living Adjustment

Pursuant to SMC 4.36.615:

A. Effective with the retirement benefit payable on or about December 1 of each year, a member or beneficiary's adjusted benefit shall be increased by one and a half (1 ½) percent except as otherwise provided in SMC 4.36.615.

B. For any calendar year, the member or beneficiary shall receive the greater of:

1. The adjusted benefit; or

2. Sixty five percent (65%) of the indexed benefit.

Pursuant to Ordinance 120685, effective January 1 of the year the Retirement Board files with the City Clerk notification that the funding ratio of the retirement funds is 100 percent or higher, subsection (B)(2) shall read "seventy percent of the indexed benefit."

12.1.3 Retirement benefits designated (SCERS Plan 1)

Pursuant to SMC 4.36.605, a SCERS Plan 1 member, upon retirement from service, shall receive a retirement benefit determined under (a) or (b), below, whichever is greater:

A. The sum of:

1. An annuity, which shall be the actuarial equivalent of the member's accumulated contributions at the time of retirement; and

2. A pension purchased by the contributions of the City, equal to the annuity purchased by the accumulated contributions of the Plan 1 member; or

B. The benefit determined by using the "percentage" scale in the following Table A for SMC 4.36.605, computed by multiplying the number of years of creditable service by the indicated percentage of final compensation. This scale shall also be used in determining benefits of surviving spouses and domestic partners of Plan 1 members receiving disability retirement benefits under SMC 4.36.650.D, and in determining benefits payable under SMC 4.36.680.C to the surviving spouse and domestic partner of any Plan 1 member. Use of the scale is subject to the limitation that the retirement benefit of such a Plan 1 member shall not exceed 60 percent of the member's final compensation.

12.1.4 Retirement benefits designated (SCERS Plan 2)

Pursuant to SMC 4.36.608, the percentage scale in Table A for SMC 4.36.608 shall be used in fixing the amount of a service retirement benefit for a Plan 2 member, to be computed by multiplying the number of years of creditable service by the indicated percentage of final compensation. This scale shall also be used in determining benefits of surviving spouses and domestic partners of Plan 2 members receiving disability retirement benefits under SMC 4.36.650.D, and in determining benefits payable under SMC 4.36.680.C to the surviving spouse or domestic partner of any Plan 2 member.

12.1.5 If through negotiations or by other means the City makes changes to benefits under the Seattle City Employees' Retirement System different from those reflected above, the Union will be given the opportunity to review said changes and either accept or reject them.

12.2 A pre-Medicare eligible retiree health care plan shall be made available by the City's health care plan providers for employees covered by the provisions of this contract who retire from their City employment.

12.3 During the term of this agreement the City shall have the right to re-open on proposed changes to the retirement system.

ARTICLE 13. HOURS OF WORK AND OVERTIME

13.1 The standard work week shall consist of five (5) consecutive workdays of eight (8) hours each and shall be scheduled Monday through Friday. Management may approve employee requested alternative work schedules if they meet the Department's operational needs. The Union may request copies of requests for alternative work schedules and management's responses.

13.2 The regular shifts of employees covered under this agreement are usually scheduled during the SDOT Signal Shop's core business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Whenever it is found necessary to meet Department needs, regular shifts may also be scheduled outside core business hours or the regular shift may be varied, provided that notice of such variations shall be given at least 14 calendar days in advance, and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto. If the proper notice is not given the first shift worked shall be paid at the overtime rate. Each employee covered under this agreement cannot be required to change shifts for more than 30 working days in a calendar year unless the shift change is requested and approved pursuant to Art. 13.1.

13.2.2 Shift differential is payable pursuant to Art. 23.3.

13.3 Employees covered by this Agreement shall be provided a paid fifteen (15) minute rest period during the middle of each half of their work day.

13.4 Employees covered by this Agreement shall be provided an unpaid meal time not to exceed one-half (1/2) hour.

13.5 Rest periods are not cumulative and are lost if not taken.

13.6 Overtime is defined as all work performed in excess of eight (8) hours in any work day (or more than the regular shift hours per Art. 13.1) or forty (40) hours in any work week and shall be paid at the overtime rate of two (2) times the employee's straight time rate of pay. Employees may be required to work overtime when requested. A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a workweek shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday workweek.

13.6.1 Compensatory Time in Lieu of Overtime Pay will be addressed using the following procedures:

1. The accrual of compensatory time shall be by mutual agreement between eligible employees and management.
2. Authorized compensatory time shall be earned at the rate equivalent to the overtime rate specified in Art.13.6.

3. Scheduling the use of any compensatory time is subject to management approval based on operational needs.
4. A written record of compensatory time earned and used shall be maintained by the City.
5. Compensatory time may be accrued up to a maximum of eighty (80) hours, (forty (40) hours at the double time rate) at any time.
6. If an eligible employee separates from SDOT or transfers to an ineligible title, accumulated but not used compensatory time will be cashed out as of the date of separation or transfer.

13.7 Employees regularly scheduled to work on any recognized paid holiday shall be paid for the holiday in addition to one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked.

13.8 "Scheduled overtime" relates to employees instructed before quitting time, or notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated hour.

13.9 "Non-scheduled overtime" relates to employees who are instructed, without notice as defined under "scheduled overtime," to report for emergency overtime work. "Non-scheduled overtime includes call-outs as defined in Appendix B.

ARTICLE 14. OVERTIME MEALS

14.1 Employees notified either before end of regular shift hours, or at least twelve (12) hours in advance of starting scheduled overtime, shall furnish their own meals for the first eight-hour working schedule, the same as on a regular shift. The midshift meal shall ordinarily be scheduled not less than four nor more than six hours from the beginning of scheduled overtime work.

14.2 Pursuant to SMC 4.20.325(A), when an employee is specifically directed by the City to work two (2) hours or longer beyond the end of their regular shift a meal allowance of thirty-five dollars (\$35.00) will be payable.

14.3 Call-outs - When an employee is called out pursuant to Appendix B one meal allowance in the amount of thirty-five dollars (\$35.00) shall be payable per employee per on-call shift.

14.4 When an employee is specifically directed by the City to work two (2) hours or longer prior to or after a reasonably continuous period of overtime equal to the length of such worker's regular shift, a meal allowance in the amount of thirty-five dollars (\$35.00) shall be payable.

14.5 During the term of this Agreement, all meal allowances payable pursuant to Art. 14 will be increased proportionate to the wage increases in, Art. 23.1.4 and 23.1.5 and rounded to the nearest dollar.

14.6 The Parties agree that Art. 14 is effective after full ratification of this Agreement by City Council and that retroactive adjustments to meal allowance/reimbursements for qualifying shifts prior to full ratification of this Agreement by City Council will not be made to employees covered under this Agreement.

ARTICLE 15. UNEMPLOYMENT COMPENSATION

15.1 When and if the City of Seattle is no longer required by Federal or State law to participate in any unemployment compensation program or finance unemployment compensation benefits, the City will implement a self-insured form of unemployment compensation for employees covered by this Agreement. The unemployment compensation will meet the following criteria:

15.1.1 Provide coverage for employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.

15.1.2 Coverage will only apply to those employees who are laid off.

15.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

15.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

15.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

ARTICLE 16. UNION REPRESENTATIVES

16.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to management.

16.2 The Union's Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where workers are employed under the terms of this Agreement. The Steward 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. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

16.3 Employees elected or appointed to office with the IBEW, Local 77 Union which requires a part or all of their time shall be given an unpaid leave of absence of up to one (1)) year upon application. They shall not lose their seniority established with the Department at the time of the leave of absence.

ARTICLE 17. SAFETY AND HEALTH

17.1 All work shall be done in a competent and workmanlike manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City standards as appropriate than those called for as a minimum by State Construction Code - then the City standards shall prevail.

17.2 It shall not be considered a violation of this Agreement for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided or when the facilities are not being maintained in a sanitary condition. An employee who is involved in such a work stoppage shall not be disciplined or suffer any loss of wages for such action if one of the three conditions as described above actually prevailed at the time of the work stoppage. Any questions regarding the merits of safe vs. unsafe conditions shall be judged pursuant to Section 17.1.

17.3 All employees in classifications whose work requires them to climb or use Man lift equipment, shall be instructed in pole-top rescue and resuscitation to become and remain proficient in its application.

17.4 All employees whose work requires them to work on elevated structures or in vaults, manholes and handholes shall be instructed in a system of rescue and resuscitation at least once a year in order to become and remain proficient in its application. A record of such training and individual performance shall be kept. When instructors of these rescue systems are selected from the Local 77 bargaining unit, they shall be compensated at their regular rates of pay when receiving CPR Instructor training.

17.5 All electrical employees shall be offered yearly first aid training.

17.6 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from their regular duties, shall receive compensation, except as otherwise hereinafter provided, from the City in the amount their normal pay exceeds any state disability compensation to equal eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday on or after the fourth calendar day following the injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts (RCW 51).

17.6.1 If an employee is moved to the State Industrial Insurance after 261 days, the City shall notify the union and allow the union to be present with the employee during the accommodation meetings.

17.6.2 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; provided further that this shall constitute the only authorized use of sick leave or vacation by an employee whose disability claim is subsequently approved. If the period of disability extends beyond seven consecutive (7) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by Workers' Compensation or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 17.6.

17.6.3 Such compensation shall be authorized by the Personnel Director or designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code 4.44, as now or hereinafter amended.

17.6.4 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 17.6. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 17.6.

17.6.5 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents them from performing their regular duties but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44 or RCW 51, as now or hereinafter amended.

17.6.6 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6.2.

17.6.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in RCW 51.

ARTICLE 18. WORK OUTSIDE OF CLASSIFICATION

18.1 In cases of extreme emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee who regularly performs the work.

18.2 Employees assigned by management to perform the duties of a higher-paid classification for a period of four (4) consecutive hours or longer shall be paid at the rate established for such classification while performing such duties.

ARTICLE 19. MISCELLANEOUS

19.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit; provided, however, that said space shall not be used for notices which are political in nature. All material posted shall be the responsibility of the Shop Steward and shall be officially identified as International Brotherhood of Electrical Workers.

19.2 Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half day's pay; if relieved from duty except for cause after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request.

19.3 All employees who directed by the Department to use their own transportation for Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year, or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

19.4 The employees covered by this Agreement may examine their Personnel File in the department's human resources office in the presence of the Director of People and Culture or a designee. Employees who disagree with material included in their Personnel File may insert a statement relating to the disagreement in their Personnel File.

ARTICLE 20. WORKING RULES

20.1 The schedule for the days to work and the days off are determined by management in accordance with the provisions of this Agreement and go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to their schedule for the old job ceases at the beginning of the new job.

20.2 When an employee is assigned to a role in which they have had no previous experience, he/she shall be given a reasonable break-in period with an experienced employee in that role.

20.3 All employees working on poles, towers, or suspense-type platforms seventy-five (75) feet above ground or higher shall receive additional compensation while actually working at these heights. This additional compensation shall be at the straight-time rate in addition to the normal rate in effect at the time the work is being performed. This rule shall not apply when employees are working on the roofs of buildings where no exceptional hazard exists.

20.4 Employees shall not be required to report before or after their regular work shift for the purpose of picking up vehicles or materials for use during their regular work shift.

20.5 The City shall endeavor to schedule required meetings during the Signal Shop's core business hours of 7:00am to 3:30pm. When a required meeting (e.g. SDOT all-staff meeting) is scheduled outside the Signal Shop's core business hours, the City will provide at least two (2) weeks advance notice of the meeting when possible. The City acknowledges that this happens rarely and that most required meetings can be scheduled within the Signal Shop's core business hours. Schedule variances due to these types of infrequent meetings are exempt from Art. 13.2.

20.6 Headquarters shall be where adequate toilet, washrooms, lunchroom, and locker facilities are available for use by employees assigned thereto and where their tools and clothing may be kept in a safe, dry, and warm place.

20.7 Necessary travel from headquarters to job locations and back to headquarters shall be part of the employee's work time, and any transportation necessary shall be provided by the City.

20.8 Requests for reassignments within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the knowledge, skill, adaptability and physical ability required for the reassignment.

20.9 All framing and erection of poles shall be done by Signal Electricians. .

20.10 All tree trimming performed under this Agreement where there is a possibility of contact with transmission or distribution circuits will be done by Signal Electricians.

20.11 A crew pulling cables with a power winch shall include not less than two (2) Journey Signal Electricians and shall be supervised by a Crew Chief.

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20.12 When three (3) employees are working on one specific job and the regular Crew Chief is absent from the premises for more than two (2) hours, one Journey Signal Electrician shall be in temporary charge (Journey-In-Charge) while so assigned and shall be compensated while serving in this capacity. This employee may be required to use tools.

20.13 The basic crew structure is based on a ratio of up to 8:1 Signal Electricians to Crew Chiefs, for a total of up to nine (9). Crew structure may vary, depending on the availability of employees (e.g. vacancies, sick leave, vacation, training, or other leave of absence) scheduled shifts and/or assigned work tasks. Crew Chiefs (other than the Crew Coordinator) will be considered working Crew Chiefs and may use tools to support the crew when necessary. Crew Chiefs shall be non-working if they are supervising a crew consisting of 6 or more workers.

20.14 The Crew Chief Assigned Crew Coordinator position will be filled by way of a hiring process run by the department.

20.15 Out-of-class Crew Chief – When four (4) or more Signal Electricians are working on one specific job, and the Crew Chief is off the premises for more than two (2) consecutive hours, one Journey Signal Electrician shall be designated as an out-of-class Crew Chief and shall be compensated while serving in this capacity. This employee may be required to use tools.

20.16 A Crew Chief shall not supervise at one time more than eight (8) crew jobs on which supervision is normally required.

20.17 On scheduled overtime jobs the work will be assigned to employees in the proper classifications.

20.18 All hot work on underground distribution cables carrying over 300 v to ground shall be done by Journey Signal Electricians.

20.19 Signal Electricians working alone shall perform those one-person jobs normally required for continuity of service.

20.20 On the first paycheck in April of each calendar year, for the term of this agreement, all employees covered by this agreement shall receive an annual allowance of \$325.00 for the purchase of protective footwear, clothing, tools, and equipment. Newly hired employees shall receive this allowance within 2 pay periods after the date of hire. All employees covered under this agreement are eligible to receive this allowance a maximum of once per calendar year. One pair of FR Coveralls per contract cycle shall be provided by the employer for each employee covered under this agreement..

20.21 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), the Department shall pay for the cost of employee driver's training to obtain their CDL. Driving school fees shall be paid by the Department directly to the authorized trainer. Employees shall be reimbursed for one successful written and one successful skills test. The City shall pay for all fees associated with obtaining and maintaining an EL01 license and a CDL. These fees will not include any lost time payments for schooling that may

be necessary. The City shall pay the rates charged by City-identified clinics for the physical exam required to obtain or renew the license. Employees shall be notified of clinics offering the physical exam at this rate. If an employee is covered by a City medical plan which includes coverage for physical exams for this purpose, the employee may have the exam form completed through the plan's providers and seek partial reimbursement through the City. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

20.22 Request for assistance will be made when necessary, due to lack of expertise, to solve a sophisticated field problem; or for safety purposes, a request may be made to provide security assistance. For hours outside standard weekday shifts scheduled pursuant to Art. 13.2, the department shall endeavor to assign at least two (2) person crews when possible.

20.23 A minimum of two (2) employees will be assigned to aerial work..

20.24 The Crew Coordinator will not to use tools except in case of emergency, and for spot checking and training purposes.

20.25 Management may assign employees in the Crew Coordinator classification to work scheduled overtime when there is an operational need for the Crew Coordinator.

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

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

ARTICLE 21. SAVINGS CLAUSE

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

ARTICLE 22. SUBORDINATION OF AGREEMENT

22.1 It is recognized that the City is dedicated to the accomplishment of the municipal functions for which it was created, and all applicable Federal and State laws, the City Charter and City ordinances are paramount.

ARTICLE 23. RATES OF PAY

23.1.1 The base wage rates **effective January 23, 2023**, will be increased by five percent (5%).

23.1.2 The base wage rates **effective on January 23, 2024**, will be increased by four and one half percent (4.5%).

23.1.3 The base wage rates **effective on January 23, 2025**, are:

	Step1	Step 2	Step 3	Step 4	Step 5
Signal Electrician	58.65	61.00	63.26	65.68	68.14
Signal Electrician (Assigned in Charge of 3-Member Crew)	62.02	64.43	66.82	69.36	71.99
Signal Electrician, Crew Chief	63.26	65.68	68.14	70.62	73.39
Signal Electrician, Crew Chief (Assigned Crew Coordinator)	65.68	68.14	70.62	73.39	76.21

23.1.4 The base wage rates effective on **January 23, 2026**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for June 2024 over the same index for June 2025; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%) The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2024 – June 2025 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.1.5 The base wage rates effective on **January 23, 2027** shall be increased by one percent (1%). After applying the one percent (1%) increase to the base wage rate, the base wage rate shall be further computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for June 2025 over the same index for June 2026; provided, however, said percentage increase shall not be less than one and a half percent (1.5%) nor shall it exceed three percent (3%). 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 2025 – June 2026 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.2 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

23.3 Shift Differential - An employee who is scheduled pursuant to Art. 13.2 to work at least four (4) hours of any regular shift outside the Signal Shop's core business hours of 7:00am to 3:30pm Monday through Friday-will be paid a shift premium of \$1.25 per hour for all hours worked during the regular shift. In a qualifying shift, shift differential will be paid for hours worked as opposed to time-off with pay other than sick leave. Shift differential is not payable during call-outs and will not be included in the base pay for purposes of calculating the overtime pay rate.

ARTICLE 25. DISCIPLINE

25.1 The City/Department may suspend, demote or discharge an employee for just cause.

25.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions which the City/Department may take against an employee include:

- A. Verbal warning
- B. Written reprimand
- C. Suspension
- D. Demotion
- E. Termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

25.3 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.

25.4 The Union/employee covered by this Agreement must, upon initiating an appeal relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may the Union/employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same disciplinary action.

25.5 Provided an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

25.6 Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 25.5 of this agreement.

25.7 The appointing authority may suspend, demote or discharge a probationary employee without just cause.

ARTICLE 26. VEBA

26.1 VEBA Benefit - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement:

A. Eligibility-to-Retire Requirements:

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

B. The city will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/2027.

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

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

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

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

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

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

Contributions from Employee Wages:

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

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

The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions. Members are not eligible to deposit their sick leave cash out into their deferred compensation account or receive cash.

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

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

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

EXECUTION OF THIS AGREEMENT

Signed this _____ day of _____,

CITY OF SEATTLE
Executed under the Authority
of Ordinance _____

LOCAL UNION 77, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

Bruce A. Harrell, Mayor

Rex Habner, Business Manager

Chase Munroe
Interim Labor Relations Director

APPENDIX A. RATES OF PAY

A.1 Effective January 23, 2023, base hourly wage rates shall be increased as described in Articles 23.1 and 23.1.1 and shall be as follows:

Journey-Level Signal Electrician	\$59.35
Signal Electrician (Assigned in Charge of 3-Member Crew)	\$61.72
Signal Electrician, Crew Chief	\$64.21
Signal Electrician, Crew Chief (Assigned Crew Coordinator)	\$64.21

A.1.1 Effective January 23, 2023, the base hourly wage rates for the Signal Electrician Apprentice in relation to the Journey-Level Signal Electrician rates listed in A.1 shall be calculated as follows:

Step	Hours	Percent of Journey Rate
1	0-6 months	67%
2	7-12 months	73%
3	13-18 months	77%
4	19-24 months	83%
5	25-30 months	89%
6	31-36 months	95%

A.2 Effective January 23 2024, the base hourly wage rates shall be increased as described in Article 23.1.2 and shall be as follows:

Journey-Level Signal Electrician	\$62.02
Signal Electrician (Assigned in Charge of 3-Member Crew)	\$64.50
Signal Electrician, Crew Chief	\$67.10
Signal Electrician, Crew Chief (Assigned Crew Coordinator)	\$67.10

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A.2.1 Effective January 23, 2024, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed in A.2 shall be calculated as follows:

Step	Hours	Percent of Journey Rate
1	0-6 months	67%
2	7-12 months	73%
3	13-18 months	77%
4	19-24 months	83%
5	25-30 months	89%
6	31-36 months	95%

A.3 Effective January 23 2025, base hourly wage rates shall be increased as described in Article 23.1.3 and shall be as follows:

	Step1	Step 2	Step 3	Step 4	Step 5
Signal Electrician	58.65	61.00	63.26	65.68	68.14
Signal Electrician (Assigned in Charge of 3-Member Crew)	62.02	64.43	66.82	69.36	71.99
Signal Electrician, Crew Chief	63.26	65.68	68.14	70.62	73.39
Signal Electrician, Crew Chief (Assigned Crew Coordinator)	65.68	68.14	70.62	73.39	76.21

A.3.1 Effective January 23, 2025, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed in A.3 shall be calculated as follows:

Step	Hours	Percent of Step 1 of Journey Rate
1	0-6 months	67%
2	7-12 months	73%
3	13-18 months	77%
4	19-24 months	83%
5	25-30 months	89%
6	31-36 months	95%

A.4 Effective January 23, 2026, base hourly wage rates shall be increased as described in Article 23.1.4.

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A.4.1 Effective January 23, 2026, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed as described in Article 23.1.4 shall be calculated as follows:

Step	Hours	Percent of Step 1 of Journey Rate
1	0-6 months	67%
2	7-12 months	73%
3	13-18 months	77%
4	19-24 months	83%
5	25-30 months	89%
6	31-36 months	95%

A.5 Effective January 23, 2027, base hourly wage rates shall be increased as described in Article 23.1.5.

A.5.1 Effective January 23, 2027, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed as described in Article 23.1.5 shall be calculated as follows:

Step	Hours	Percent of Step 1 of Journey Rate
1	0-6 months	67%
2	7-12 months	73%
3	13-18 months	77%
4	19-24 months	83%
5	25-30 months	89%
6	31-36 months	95%

APPENDIX B. CALL-OUTS

Call-out Procedures

Effective following full ratification of this agreement by the Seattle City Council, the Seattle Department of Transportation (SDOT) and IBEW Local 77 have negotiated and agreed to the following call-out procedure that replaces and supersedes all existing agreements, past practices, processes and procedures regarding call-outs:

B.1 Objectives:

Remedy or mitigate hazards in or affecting the Right of Way in a timely fashion outside of standard weekday shift hours.

Distribute call-outs in an agreed upon manner.

Address each call-out safely and efficiently.

B.2 Definitions:

Call-out: A call-out is when it is necessary for the on-call crew to provide required maintenance to an electrical asset to remedy or mitigate hazards in or affecting the right of way outside of regularly scheduled weekday shift hours. Pay for call-outs is pursuant to Section 6, below. Pursuant to Section 6C, below, a call-out begins upon the employee's arrival at the Signal Shop and ends when the employee leaves the Signal Shop. A call-out is not scheduled overtime as defined by the Art. 13.11.

On-call shift: Management may schedule on-call shifts any time outside the regularly scheduled weekday shift hours. Each employee assigned to the on-call shift must remain contactable through an employer-provided mobile phone and be in a state of readiness to receive communications from Charles St. Dispatch ("Dispatch") and/or management. If an employee who is on-call misses a call from Dispatch and/or management during the on-call shift, the employee must respond via phone within fifteen (15) minutes of the time the voicemail is left. If called out, the employee is expected to arrive at the Signal Shop within seventy-five (75) minutes of ending the call with Dispatch or management. Pay for the on-call shift shall be pursuant to Art. 13.6 and Section 6, below.

On-call crew: Two (2) employees will be scheduled for every on-call shift and shall co-respond to each call-out during the on-call shift. Signal Electricians and Crew Chiefs are eligible to be assigned to the on-call crew.

B.3 Responsibilities of the On-Call Crew:

Dispatch will call-out the on-call crew members based on a list of hazards in or affecting the right of way that require maintenance outside standard weekday shift hours. This list of hazards will be agreed to by the union and contain recommended staffing levels and will be provided by management to Dispatch, with a copy to the union. The list of hazards is subject to modification

by the Appointing Authority and/or Executive Order. The parties agree that the list of hazards is specific to the SDOT Signal Shop and does not include declared emergencies or legislative changes affecting declared emergencies.

The on-call crew shall notify Dispatch and management via TEAMS messages when the required maintenance has been completed. If the issue cannot be remedied by the on-call crew, they will notify Dispatch via phone call. No further calls will be dispatched to the location during that on-call shift. Employees will be trained in the proper use of TEAMS messaging for purposes of call-outs.

B.4 Scheduling the on-call crew:

All non-probationary and non-trial service Signal Electricians and Crew Chiefs may sign up to be scheduled for on-call shifts. Probationary and trial service Signal Electricians and Crew Chiefs shall be allowed to sign up after thirty (30) days of employment within the classification subject to management approval. The sign-up period is the first full two (2) weeks of February, May, August, and November. After the sign-up period, management shall assign the on-call crew in one-week intervals concurrent with the City's workweek (Wednesday through Tuesday). The on-call schedule shall be posted quarterly, with a copy to Dispatch. Management will provide phones, which will be passed from the previous week's on-call crew to the next week's on-call crew by 2:00PM on Wednesdays except City Holidays (excluding Personal Holidays) as defined by Art. 11.1.

While signing up for the on-call crew is voluntary, once on-call shifts are assigned, it is expected that the employee works the scheduled shifts. Trading shifts is permitted with management approval. Employees must notify Dispatch of the trade before the end of the regular shift. Failure by the employee to notify Dispatch of an on-call shift trade may result in an unauthorized absence. Employees may not be assigned an on-call shift and a scheduled overtime shift on the same day. Journey-in-Charge compensation is not payable for call-outs.

If insufficient volunteers sign up for the on-call crew, it will be addressed first through emergency JLMC. Management reserves the right to contract out work when staffing levels are insufficient to cover the work.

B.5 Responsibilities of Charles St. Radio Dispatchers:

The role of the Charles St. Radio Dispatcher ("Dispatcher") is to call-out the on-call crew as described in Section 3, above.

Additionally, the Dispatchers will follow the procedures set forth below:

1. In the case of a dark intersection, the Dispatcher will:
 - i. Have Seattle Response Team ("SRT") verify that the intersection is dark.

- ii. Contact City Light Dispatch to check for known power outage, either scheduled or emergency.
- iii. If City Light cannot verify a known power outage, the Dispatcher will then contact the appropriate on-call crew member.
- iv. SRT will instruct other workers to not to touch any signal equipment or wires unless it is a life or limb situation.

2. In case of equipment damage, the Dispatcher will:

- a. Have SRT, as accurately as possible, identify the type of equipment damaged. This helps the on-call crew members know whether to request assistance from additional crew member(s).
- b. Have SRT protect the area with barricades or cones until the on-call crew arrive. Under no circumstances should SRT come into contact with any wiring or cables or equipment.
- c. When the area is secure, the Dispatcher will then notify the responding on-call crew member(s) and the crew will proceed with the response. If there is a safety concern, the on-call crew may ask Dispatch to request SRT, SPD or private security for additional safety watch. If the safety issue cannot be addressed the crew will leave the area.

B.6 Pay for call-outs:

A. On-call premium:

Each on-call crew member shall be paid an on-call shift premium in the total amount of \$100.00 for each weekday on-call shift they work and \$150.00 for each scheduled weekend and City Holiday on-call shift they work. If the employee works the on-call shift, the on-call premium is payable regardless of whether they are called out during the on-call shift. The on-call premium is in lieu of standby pay pursuant to the Personnel Rules and SMC 4.21. On-Call premiums are payable for eligible shifts worked after full ratification of this Agreement by Seattle City Council. On-Call premiums will be increased proportionate to the wage increases in, Art. 23.1.4 and 23.1.5 and rounded to the nearest dollar.

B. Overtime Rate of Pay:

Pursuant to Art. 13.6, overtime shall be paid at a rate of two (2) times the employee's regular, straight-time hourly pay.

C. Overtime Pay when called out:

When called out, each on-call crew member shall be paid at the overtime rate described in Art. 13.6. Each time an employee is called-out during an on-call shift, hourly pay at the employee's overtime rate begins upon arrival at the Signal Shop and ends when the employee leaves the Signal Shop. If an employee is called out during an on-call shift, they will be paid for a minimum of two (2) hours at their overtime rate (the equivalent of four (4) hours straight time pay) per call-out unless a call from dispatch is received while the employee is on a call-out and before the employee has left the Signal Shop. In that case, hourly pay at the employee's overtime rate shall continue.

D. Travel Premium

When called-out, each on-call crew member shall be paid a travel premium equivalent to two and a half (2 1/2) hours of the employee's overtime pay rate. It is expected that employees who are called-out arrive at the Signal Shop within seventy-five (75) minutes of ending the call with Dispatch. Additional travel premium is not payable when a call from Dispatch is received while an employee is already on a call-out. If, during an on-call shift, an employee receives a call from Dispatch within 30 minutes of leaving the Signal Shop after completing a call-out, travel premium is not payable for the next call-out. .

E. Rest Periods

1. When the last call-out of an on-call shift ends eight (8) hours or less before the start of the employee's next regularly scheduled shift, the employee shall have eight (8) hours of consecutive relief from duty before returning to regularly scheduled shift hours at straight time pay. Pay for the rest period is equivalent to eight (8) hours at the employee's regular, straight time hourly pay rate and all hours of the rest period that fall within the employee's regular shift hours will be paid as regular shift hours. Relief from duty begins when the employee leaves the Signal Shop, after returning the truck. If an on-call crew is still working at the start time of the regularly scheduled shift, management has sole discretion to reassign the work to a regular shift crew or have the on-call crew complete the work and prorate the rest period pursuant to B.6E(4) below. An employee beginning a rest period who is not scheduled for the next on-call shift shall leave the on-call phone in the Signal Shop.
2. If the rest period extends into part of the employee's regular shift, the employee may, upon completion of the rest period and with management approval, work the remainder of the shift or use sick leave, vacation, comp time or unpaid leave to cover the remaining shift hours.
3. Subsections 1 and 2, above, do not apply when the last call-out of an on-call shift ends more than eight (8) hours before the start of the employee's next regularly scheduled shift.
4. Management has sole discretion to schedule employees during the rest period described in Section B.6(A) when operations require additional staffing. When management schedules an employee during a rest period, the rest premium is prorated and paid based on the hours actually rested and rounded to the nearest hour, the employee forfeits the remainder of the

rest period, and all hours worked during the rest period shall be paid at the employee's overtime rate described in Art. 13.6.

F. Additional employees who may be called-out

If the scheduled on-call crew determines that additional crew members are needed for a call-out, they will notify Dispatch. Dispatch will use the Signal Shop's overtime list and call additional crew starting with the employee with the least number of overtime hours on the list. The overtime list will be updated approximately every two weeks and will be accessible by all employees covered under this agreement.

An employee who is not on-call and responds to a call-out is eligible to receive overtime per Art. 13.6, travel premium per App. B.6(D), meal allowance per Art. 14.4 and rest premium per App. B.6(E), when applicable. An employee who is not on-call is not eligible to receive the on-call premium per App.B.6(A).

The parties acknowledge that the vast majority of call-outs can be addressed by the two (2) person on-call crew.

APPENDIX C.APPRENTICESHIP

C.1 The City, SDOT, and the Union recognize that the Washington State Apprentice and Training Council (“WSATC”) has the authority to develop, administer and enforce apprenticeship program standards for the operation and success of apprenticeship and training programs and may change its rules, policy, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy and/or administrative practices shall be recognized as part of this Agreement unless specifically addressed otherwise.

C.2 Application of the standards and detailed procedure for the operation of the program, (including, but not limited to, work processes, apprentice rotation, changes to work schedule and administrative standards as defined in WAC 296-05-003), shall be recommended by the Apprenticeship Subcommittee to the City of Seattle Joint Apprenticeship Training Committee (“JATC”), and, when approved by the JATC, be recognized as a part of this Agreement. The areas and hours of training for all the apprenticeships may be changed upon recommendation of the Apprenticeship Subcommittee and approval by the JATC and the WSATC.

C.3 Rules, regulations and requirements concerning Apprentices shall be furnished to employees and will be made available as provided in Art. 19.1.

C.4 All apprentices who have passed the journey level exam and satisfactorily completed the requirements for the Apprentice Program shall be granted journey level classification and status. Classification seniority for bidding purposes shall begin one (1) calendar year before the day the apprentice completes their apprenticeship. This Section does not guarantee any employment right beyond that of any other employee in the Bargaining Unit.

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

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

C.5 Employees entering the apprenticeship (or pre-apprenticeship) from a regular City position in the electrical trades, or a IBEW, Local 77 represented position, shall enter that apprenticeship (or pre-apprenticeship) at the closest next higher pay step to the step currently being paid. Such step placement shall not result in a loss of pay unless the step the employee received prior to entering the apprenticeship exceeds the journey level pay of that appropriate journey level classification. In any case, the maximum pay for an apprentice shall not exceed the journey level pay of that classification. Those persons starting at other than the first period rate shall remain at their entry rate (other than cost of living increases) until such time as their progress through the apprenticeship will result in a wage increase.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources	Jana Weaver	Alyssa Ha

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation), effective from January 23, 2023, through January 22, 2028; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation authorizes the Mayor to implement a collective bargaining agreement between the City of Seattle (“City”) and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation) (“Local 77 SDOT”). The collective bargaining agreement is a five-year agreement on wages, benefits, hours, and other working conditions for the period from January 22, 2023, through January 22, 2028. This legislation affects 27 regularly appointed employees.

The collective bargaining agreement provides for a 5 percent wage increase in 2023; a 4.5 percent wage increase in 2024; conversion to salary steps in 2025; 100 percent of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for June 2024 over June 2025, with a minimum percentage increase of 2 percent and maximum percentage increase of 4 percent, in 2026; and a market rate adjustment of 1 percent in 2027. After applying this 1 percent market rate adjustment, base wage rates will be increased by 100 percent of the percentage increase in the Seattle-Tacoma-Bellevue area CPI-W index for June 2025 over June 2026, with a minimum percentage increase of 1.5 percent and a maximum of 3 percent, in 2027.

Effective contract year 2023, each employee covered under this agreement will receive an annual allowance of \$325 for the purchase of protective footwear, clothing, tools, and equipment. Overtime meal allowance will be provided at a rate of \$35 per qualifying meal. Shift differential, when applicable, will be \$1.25 per hour for all hours worked. Health care cost sharing will continue as in the previous agreement: the City will pay 90 percent and employees will pay 10 percent of such costs.

The collective bargaining agreement provides for other working conditions. Effective 60 days after ratification, employees with 4 to 7 years of service will receive 16 annual vacation days, with increasing number of annual vacation days at years 8-13 (20 days), 14-18 (23 days), 19 (24 days), 20 (25 days), 21 (26 days), 22 (27 days), 23 (28 days), 24 (29 days), and 25+ (30 days). Employees will 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 will also be allowed up to one year of unpaid release time to work for the union. The collective bargaining agreement also provides for new working rules and premium structures related to emergency call-outs, and working rules for apprentices, among other items.

The Seattle Department of Transportation will absorb retroactive payments for 2023, 2024, and 2025 within current 2025 Adopted Budget appropriations, if processed before year end. Ongoing costs associated with this agreement will be addressed as part of the 2026 Mid-Year Supplemental process as 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

Labor Relations developed the below estimates to approximate the costs of ratifying the agreement:

	2022 (Baseline)	2023 (Year 1)	2024 (Year 2)	2025 (Year 3)	2026 (Year 4)	2027 (Year 5)	5 Year Total
Wages ¹							
2022 - Baseline	\$5,268,421						
2023 - 5.0% AWI		\$5,531,842					
2024 - 4.5% AWI			\$5,780,775				
2025 - conversion to step system				\$6,249,544			
2026 - 2% min-4% max CPI-W					\$6,499,525		
2027 - One-time 1% wage adjustment						\$64,995	
2027 - 1.5% min-3% max CPI-W						\$6,761,456	
5 year total							\$30,823,142
Boot/Clothing Allowance (Inc beginning 2023) ²	\$0	\$1,131	\$1,414	\$1,697	\$1,979	\$1,979	\$8,200
OT Meal Allowance (Inc beginning in 2025) ³	\$0	\$0	\$0	\$7,220	\$7,220	\$7,220	\$21,659
Standby Premium (beginning in 2025) ⁴	\$0	\$0	\$57,927	\$60,244	\$63,256	\$66,419	\$118,171
Vacation Leave Accrual (incr beginning in 2025) ⁵	\$0	\$0	\$0	\$11,052	\$11,494	\$11,839	\$34,384
Total	\$5,268,421	\$5,532,973	\$5,840,116	\$6,329,756	\$6,583,474	\$6,848,913	\$31,005,556

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.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation. Legislation is required to implement bargained-for wages and changes to union members' working conditions. There may be other implications and legal risks for not authorizing this legislation.

Please describe how this legislation may affect any City departments other than the originating department.

There are financial and operational impacts to the Seattle Department of Transportation.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No.

c. Does this legislation affect a piece of property?

No.

d. 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 collective bargaining agreement includes enhancements to pay and working conditions for union members, some of whom are BIPOC and women. Additionally, the collective bargaining agreement memorializes the City's and Local 77 SDOT's shared commitments of attracting and retaining a diverse workforce and a shared intent to continue partnering in recruitment and workforce development initiatives,

including apprenticeships, to increase the participation of historically marginalized groups in the trades.

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

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

e. 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

f. 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

g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

No.

5. ATTACHMENTS

Summary Attachments:

Summary Attachment 1 – Bill Draft Agreement by and between The City of Seattle and International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation)

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL

BROTHERHOOD OF

ELECTRICAL WORKERS

Local No. 77

(SEATTLE DEPARTMENT OF TRANSPORTATION)

Effective from January 23, ~~2013~~ 2023 through ~~January 22, 2017~~ January 22, 2028 ~~788~~

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 77**

PREAMBLE

THIS AGREEMENT is between the CITY OF SEATTLE (~~hereinafter called~~ “the City”) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77 (~~hereinafter called~~ “the Union”) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PURPOSE OF THIS AGREEMENT–

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

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

IBEW Local 77, Seattle Department of Transportation, and the City of Seattle share a commitment to attracting and retaining workforce that reflects the diversity of our community. We believe that diversity makes us stronger and furthers the City of Seattle's commitment to Workforce Equity. We will continue to partner in recruitment and workforce development initiatives, including apprenticeship, to increase the participation of historically marginalized groups in the trades.

NON-DISCRIMINATION

The City and the Union agree that they will not discriminate against any employee by reason of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability. ~~age, race, creed, color, sex, national origin, religious belief or marital status. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.~~

The parties agree nothing in this contract, including seniority provisions, 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. Application of this provision is not intended to modify the requirements of Article 2.

ARTICLE 1. RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in RCW 41.56.010 ~~Chapter 108, Extraordinary Session, Laws of 1967 of the State of Washington~~, of all regular, full-time employees regular part-time and temporary whose job classifications are listed in Appendix A of this Agreement.

ARTICLE 2. UNION MEMBERSHIP AND DUES

~~Insert Janus language article 3 from the current IT Contract~~

2.1 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.

2.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

2.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. The City shall provide the Union every month a list of all new and reclassified employees covered by this agreement.

2.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

2.8 New Employee and Change in Employee Status Notification - The City shall supply the Union with the following information on a monthly basis for new employees:

- A. Name
- B. Home address
- C. Personal phone
- D. Personal email (if a member offers)
- E. Job classification and title
- F. Department and division
- G. Work location
- H. Date of hire
- I. Hourly or salary (FLSA) status

J. Compensation rate

2.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

2.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

2.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during the parties Labor Management Committee meeting and shall not be subject to the grievance procedure set forth in this collective bargaining agreement.

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~~2.1 — The City recognizes the Union's right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor union or other employee organization.~~

~~2.2 — The City agrees to deduct from the pay check of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required to members of the Union. The amounts deducted shall be transmitted monthly to the Union 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 Union by the City.~~

~~2.3 — Each regular full time employee within the bargaining unit whose most recent employment by the City of Seattle commences on or after July 1, 1971, shall make application to become a member of the Union within thirty days following the date of employment within the unit, and all other employees within the bargaining unit who have voluntarily become members of the Union as of April 1, 1971, shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in municipal employment.~~

~~2.3.1 — In accordance with RCW 41.56.122, employees covered by this agreement who for bona fide religious tenets or teachings of a church or religious body who are forbidden from joining a union shall contribute monthly an amount equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.~~

~~2.3.2 — Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation, the Union shall provide the employee, the City Director of Labor Relations (and a courtesy copy to the affected Department Head), with thirty (30) days' notification of the Union's intent of discharge action, and during this period the employee may make restitution in the amount which is overdue.~~

~~2.3.3 — If the employee has not fulfilled the above obligation by the end of the Union's thirty (30) calendar day discharge notification period, the Union will thereafter notify the City Director of Labor Relations in writing, with a copy to the affected department and employee, of such employee's failure to abide by Article II, Section 3. In this notice the Union will indicate whether or not it is still seeking the discharge of the employee for failure to abide by the terms of the labor agreement between the City and the Union.~~

ARTICLE 3. DURATION, MODIFICATION, AND CHANGES

3.1 This Agreement shall become effective January 23, 20~~23~~²³, and shall remain in effect through January 22~~62~~⁶², 20~~17~~²⁰~~28~~²⁸. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) by not more than one hundred and twenty (120) calendar days prior to January 22~~28~~²⁸, 20~~28~~²⁸~~17~~¹⁷. Any modifications requested by either party must be submitted to the other party no later than ninety (90) calendar days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties. Union still holds to a 5 Year term.

3.1.1 ~~At its discretion for any one or all of the annual pay increase effective dates, the City may implement the new pay rates prior to the January 23 pay date, but no earlier than the beginning of the pay period in which this date falls.~~

~~3.2 A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union no later than October 15 prior to the expiration of the Agreement, but not earlier than July of that year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement. A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union no later than October 15 prior to the expiration of the Agreement, but not earlier than July of that year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.~~

3.2 A Wage Review Committee shall be ~~provided~~convened by the City Department to hear and rule on wage relationship adjustments requests from the ~~u~~Union. ~~Such r~~Requests for such adjustments, together with justification therefore, must be presented by the Union to the ~~Department~~the Director of Labor Relations in writing ~~with endorsement by the Union~~ no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular classification ~~will be considered may only be submitted only once during the period of the Agreement.~~ The Director of Labor Relations or designee will approve or deny the union's request. If approved, the Parties understand and agree that any changes to wages are subject to approval pursuant to SMC 4.04.120A written report of the Wage Review Committee on each request shall be made within forty-five (45) days of the hearing

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~~and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than thirty (30) days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.~~

ARTICLE 4. GRIEVANCE PROCEDURE

4.1 ~~Because Recognizing that~~ the terms of ~~this~~ Agreement may be subject to different interpretations, ~~both the City Department and the Union~~ should have recourse to an orderly means of resolving any situation resulting in a grievance. The following outlines ~~theof~~ procedures by which grievances shall be processed ~~and is~~ written as for a grievance of the Union against the ~~City Department~~, but ~~it is understood that~~ the steps are similar for a grievance of the ~~City Department~~ against the Union.

A grievance is defined as any dispute between the parties and/or any employee concerning the interpretation, application, claim of breach or violations of the terms and conditions addressed in this Agreement.

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 thirty (30) calendar days or less prior to the initial filing of the grievance.

4.1.2 Step 1. As the initial step, the grievance shall be submitted in writing by the Union (steward, member, or business representative) (steward, member or business representative) to the immediate supervisor of the employee within 30 calendar days of the occurrence or non-occurrence upon which the grievance is based. The grievance may also be discussed by the Union Steward and the immediate supervisor of the employee.

4.1.3 Step 2. If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be filed at Step 2, forwarded to the Department, they shall submit it in writing to the appointing authority or designee within ten (10) working days after the discussions between the shop steward and the supervisor involved. The grievance should set forth the following:

- A. A statement of the nature of the grievance and the facts upon which it is based.
- B. The requested remedy or correction ~~which it is desired that the Department make.~~
- C. The section or sections of the Agreement, if any, relied upon as being applicable thereto.

4.1.4 When a Step 2 grievance is filed, so presented, the Department shall reply in writing within ten (10) working days from the receipt of the grievance or within 10 (ten) working days of a meeting held between the City Union and the Department to discuss the grievance.

4.2 Step 3. If no settlement is arrived at in Step 2, the grievance shall be submitted in writing at Step 3 within ten (10) working days after the Step 2 answer to the Director of Labor Relations, with a copy to the appropriate appointing authority. The Director of Labor Relations, or their designee,

~~shall investigate the grievance and, they shall convene a meeting between the appropriate parties within ten (10) working days or on a date mutually agreed to by the parties. The Director of Labor Relations or their designee shall respond to the Union with their decision within 10 working days of the meeting. They shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union a detailed answer in writing ten (10) working days after receipt of the grievance or the meeting between the parties. to a Joint Labor-Management Committee composed of three representatives of the Union and three representatives of the Department, who shall endeavor to settle the grievance within ten (10) working days. to a Joint Labor-Management Committee composed of three representatives of the Union and three representatives of the Department, who shall endeavor to settle the grievance within ten (10) working days.~~

4.3 Step 4. If ~~no settlement is arrived at in the difference or complaint is not settled in~~ Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. ~~it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to A demand for arbitration by the Union will be filed with the City's Director of Labor Relations and will be made within thirty (30) calendar days of the expiration of the City's timeframe for responding at Step 3 the expiration of the settlement period enumerated in Step 3,~~ and will be accompanied by the following information:

- ~~1. 1.~~ Question or questions at issue
2. Section(s) of this Agreement allegedly violated
2. Statement of facts
3. Position of employee or employees
4. Remedy sought

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

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

- A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The cost of the arbitrator shall be borne equally by the ~~Department~~ City and the Union, and each party shall bear the cost of presenting its own case.

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

4.3.1 By mutual agreement, the parties to this agreement, the Union and the City, may: 1) submit the grievance for mediation in lieu of arbitration ~~(in which case the parties waive the right to pursue the matter further to arbitration)~~; or 2) may request the arbitrator selected for arbitration, or another arbitrator, mediate the dispute which shall then be subject to arbitration if mediation should fail to result in a settlement.

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

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

4.6 — Property Interest Discipline Grievance

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

~~B. — 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) a 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 the 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 ~~-A~~and Labor Relations. Both requests must be made timely, and may not unduly delay the City's disciplinary processes.

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ARTICLE 5. JOINT LABOR MANAGEMENT

5.1 The parties agree that the Joint Labor-Management Committee (JLMC) is established and authorized, consistent with applicable laws and the terms of this Agreement, to interpret, apply, and resolve issues and interests affecting Labor and/or Management consistent with the following principles:

1. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this Agreement.
2. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
3. To resolve general disputes arising between the Employer-City and the Union relating to matters covered by this Agreement.
4. To promote harmony between labor and management. systematic labor/management cooperation between the Employer and its employees.

5.2 The JLMC does not waive or diminish Management rights set forth by Article 10 herein and does not waive or diminish the rights of the parties to use the grievance procedure set forth by Article 4 herein ~~Union rights of grievance or the parties' respective rights in collective~~ bargaining. The parties recognize that the JLMC may not be able to resolve every issue.

5.25.3 ~~Meetings—The parties agree that t~~The JLMC shall meet at least quarterly or on a schedule mutually agreed to by the Parties. The JLMC shall be composed of eo-equal: there will be an equal number of three (3) representatives from Management and three (3) representatives from the Union. The parties may alter the composition of the JLMC by mutual agreement. to a maximum of three (3) each.

ARTICLE 6. WORK STOPPAGES

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. Specifically, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference.

ARTICLE 7. —MEDICAL AND DENTAL CARE

Union opposes changes to this article other than the names of the current plans.

7.1 ———— Medical Care - During the term of this Agreement, ~~t~~The City shall provide a ~~m~~Medical ~~c~~Care ~~plan~~ Program to all eligible employees and their dependents. ~~under conditions of the medical care contracts between the City and Group Health Cooperative of Puget Sound which are applicable to employees covered by this Agreement and which are in effect upon the execution of this Agreement by both parties. Also, the HMA Traditional and Aetna Preventative self-insured plans which are applicable to employees covered by this Agreement and which are in effect upon the execution of this Agreement by both parties.~~

A. A.—When first eligible or during the open enrollment period, employees covered under this Agreement may enroll in the “Most Employees” medical care plans or in tThe “Local 77” medical care plans. ~~medical care contracts between the City, Aetna and Group Health Cooperative of Puget Sound which is only available to employees covered by this Agreement with modifications to benefit levels and costs from the 2012 plan year as identified herein; t~~

B. During the term of this Agreement, the City and the Union agree to split the Local 77 monthly health care premium costs for the “Local 77” medical care plans as follows:
; the City shall pay ~~90-ninety~~ percent (90%) and employees shall pay ~~40-ten~~ percent (10%) of such costs.

C. Any changes during the term of this Agreement to the carrier, benefits, premium amounts, deductibles, coinsurance levels, copay amounts, and any other cost sharing terms of the “Local 77” medical care plans shall be negotiated by the Union and the City.

D. If an employee who has enrolled in the “Local 77” medical care plans identified in Art. 7.1(A) subsequently elects to enroll in the “Most Employees” medical care plan, that employee may not elect to return to the “Local 77” medical care plans.

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

~~—Aetna Preventative~~

~~—Office visit copay will increase from \$5 to \$10~~

~~—Retail Rx copay will increase from \$5/10/25 to \$10/20/40~~

~~—Mail Rx copay will increase from \$10/20/50 to \$20/40/80~~

~~—Aetna Traditional~~

~~—Retail Rx copays will increase from \$8 to \$15~~

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~~— Mail Rx copays will increase from \$16 to \$30~~

~~— **Group Health Standard**~~

~~— Office visit copays will increase from \$5 to \$10~~

~~— Retail Rx copays will increase from \$5 to \$10~~

~~— Mail Rx copays will increase from \$15 to \$30~~

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

~~B. The medical care contracts between the City, Aetna and Group Health Cooperative of Puget Sound provided to “Most Employees” health care plan, enhanced for Local 77 members to comply with the requirements of the Patient Protection and Affordable Care Act. Employees who elect such plan will have the current (as of 2/18/14) cost sharing arrangement as other participants in the “most employees” health care plan in years 2-4 of this agreement. Employees who elect the “most employees” health care plan may not elect to return to the health care plan contracts identified in Article 7.1.~~

~~C. The City will hold an open enrollment period as soon as practicable after signature of this agreement so that union members may elect coverage of health care plans. This shall be considered the open enrollment period in 2014.~~

~~7.1.1 — The City will not revise the benefits of either of these plans in effect for 2004 for this bargaining unit except by mutual agreement with the Union. The deductibles, coinsurance levels, copay amounts, and other cost sharing terms of these plans will not be revised except by mutual agreement by the Union and the City.~~

~~7.1.2 — The City at its discretion may offer additional health care plans which it may revise or discontinue at its discretion. The annual open enrollment announcement to bargaining unit employees will include notice of these plans (if there are any) and will disclose that the plans are offered at the discretion of the City and are not the result of bargaining with the Union.~~

~~A. There will be an annual open enrollment announcement addressed specifically to I.B.E.W., Local 77, bargaining unit members.~~

~~B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans offered by the City when an employee chooses to change plans during the open enrollment period.~~

~~C. If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee’s health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the Plans or programs if chosen, provided the employee notifies the City of Seattle health care program manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.~~

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~~7.1.3 — An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, any Plan described in Section 7.1 with the City paying ninety percent (90%) of the full monthly premium, and the Union paying the other 10% of the full monthly premium for these Plans.~~

~~7.2 — Dental Care - During the term of this Agreement, the City shall provide a Dental Care plan Program to all eligible employees and their dependents.~~

~~A. When first eligible or during the open enrollment period, employees covered under this Agreement may enroll in any of the “Most Employees” or the “Local 77” dental care plans. under conditions of the dental care contract between the City and~~

~~B. During the term of this Agreement, the City shall pay one hundred percent (100%) of the monthly premiums for the “Local 77” dental care plans.~~

~~C. Any changes during the term of this Agreement to the carrier, benefits, premium amounts, deductibles, coinsurance levels, copay amounts, and any other cost sharing terms of the “Local 77” dental care plans shall be negotiated by the Union and the City. Washington Dental Service which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The per person annual maximum benefit shall be One Thousand Five Hundred Dollars (\$1,500).~~

~~7.3 — Vision Care - During the term of this Agreement, the City shall provide a vision care plan to all eligible employees and their dependents~~

~~A. When first eligible or during the open enrollment period, employees covered under this Agreement may enroll in any of the “Most Employees” or the “Local 77” vision plans.~~

~~B. During the term of this Agreement, the City shall pay one hundred percent (100%) of the monthly premiums for the “Local 77” vision care plans.~~

~~C. Any changes during the term of this Agreement to the carrier, benefits, premium amounts, deductibles, coinsurance levels, copay amounts, and any other cost sharing terms of the “Local 77” vision care plans shall be negotiated by the Union and the City.~~

~~7.2.1 — During the calendar years 2014, 2015, 2016, and the calendar month of January, 2017, the City shall pay one hundred percent (100%) of the monthly premium for Dental and Vision care coverage or a similar program mutually agreed upon by the City and the Union party to this Agreement.~~

~~7.3 — The maximum monthly medical, dental and vision care premiums per covered employee, including his/her dependents, the City shall assume, shall be no less, but no more than the City's share~~

~~of premium rates established for the calendar year 2013, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.~~

7.4 If a Medical, Dental or Vision carrier(s) for the L77 plans is unable or unwilling to maintain a major benefit now covered under the plans in Sections 7.1 ~~and~~ 7.2, ~~and~~ 7.3, the ~~P~~parties ~~to this Agreement~~ shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan(s).

7.4.1 If state and/or federal health-care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of ~~the this~~ agreement to negotiate the impact of such legislation shall not be to diminish existing benefit levels and/or to shift costs.

7.5 The City has discretion to offer additional health care plans which it may also revise or discontinue at its discretion. The annual open enrollment announcement to bargaining unit employees will include notice of these plans (if there are any) and will disclose that the plans are offered at the discretion of the City and are not the result of bargaining with the Union.

A. There will be an annual open enrollment announcement addressed specifically to I.B.E.W., Local 77, bargaining unit members.

B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans offered by the City at its discretion when an employee chooses to change plans during the open enrollment period.

C. If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee's health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the Plans or programs if chosen, provided the employee notifies the City of Seattle health care program manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.

7.5.1 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical, vision or dental 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 or dental benefits and is more cost effective.

7.6 Long Term Disability – Employees covered under this Agreement are eligible for Long-Term Disability insurance provided by the City to "Most City Employees." The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses.—The City will pay the full monthly premium cost of a ~~Base~~

~~Plan basic LTD coverage~~ with a 90-day elimination period, which insures 60% of the employee's first \$667 ~~base monthly wage~~ ~~pre-disability earnings~~. Employees may purchase through a payroll deduction, ~~an optional Buy-Up Plan~~ supplemental LTD coverage with a 90-day elimination period, which insures 60% ~~of for~~ the remainder of the employee's base monthly wage (up to a maximum ~~\$8,333~~ 10,000.00 per month). Benefits may be reduced by the employee's income from other sources as set forth in the ~~Plan Description~~ LTD plan. ~~The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.~~

7.6.1 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.

7.6.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year ~~2013~~ 2023, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

7.7 Life Insurance — The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

7.7.1 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.

7.7.2 The City will notify the Union whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked to be applied to the benefit of employees participating in the Group Term Life Insurance Plan.

7.7.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

7.8 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.

7.8.1 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

ARTICLE 8. ~~—~~ANNUAL VACATIONS

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rates shown in Section 8.1.2 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

8.1.1 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave. ~~At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.~~

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

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>			<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>			<u>MAXIMUM VACATION BALANCE</u>
<u>Hours on Regular Pay Status</u>	<u>Vacation Earned Per Hour</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours Per Year</u>	<u>Maximum Hours</u>
0 through 08320	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.....	24		
			25		
			26		
			27		
			28		
			29		

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Replace with current city/union negotiated chart. I couldn't put the chart in. Effective sixty (60) calendar days after full ratification of this replacement agreement, 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 / 37,441 -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>

8.2 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/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 will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

8.3 ~~Employees may, with Department approval, use accumulated vacation with pay after completing 1040 hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.~~

8.4 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three months if such exception is approved by both the appointing authority department head and the Personnel-Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases, the appointing authority department head shall provide the Personnel-Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

~~8.5 "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.~~

8.56 The minimum vacation allowance to be taken by an employee shall be one-half of a day, or at the discretion of the ~~head of the department appointing authority, such a~~ lesser amount as may be approved ~~by the department head.~~

8.67 ~~An employee's unused vacation balance shall be cashed out upon separation from City service at the employee's primary rate of pay in effect at the time of separation. An employee who leaves City service for any reason after more than six (6) months service shall be paid in a lump sum for any unused vacation he/she has previously accrued.~~ Upon the death of an employee in active service, such payment will be made to the estate of the deceased employee.

~~8.8 An employee who is granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any vacation earned in the current year or, at the City's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.~~

~~Where the terms of this section 8.8 are in conflict with Ordinance 116761 (family and medical leave) as it exists or may be hereafter modified, the ordinance shall apply.~~

8.79 An employee returning from military leave of absence, shall be given service credit for such service for purposes of determining the vacation accrual rate upon return to employment.

8.810 Where an 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 department head~~ by the appointing authority. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence unless the leave of absence is granted to allow the employee to participate as a member of the Union's negotiating committee, relative to collective bargaining for the purpose of amending provisions of this Agreement.

Where the terms of this section 8.810 are in conflict with ~~Ordinance 116761~~ SMC 4.26 ~~(family and medical leave)~~ as it exists or may be hereafter modified, SMC 4.26 ~~the ordinance~~ shall apply.

8.911 The ~~department head~~ appointing authority shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

ARTICLE 9. ~~—~~ SICK, BEREAVEMENT, AND EMERGENCY -LEAVE

9.1 All employees in classifications covered by this Agreement will be allowed sick leave according to provisions of ~~SMC 4.24City Ordinance 88522 as amended by Ordinances 112088, 114648, 116761, 118703, 121029, 121440, 121454, and 121884.~~

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

9.3 Employees shall be entitled to use sick leave for a qualifying reason after 30 calendar days of employment.

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

9.4.1 Upon 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 ~~his/her~~their designated beneficiary.

~~9.4.2 — Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of his desires at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.~~

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

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

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

9.6 Sick leave shall be recorded as used on time sheets or other forms ~~as may be~~ required by the City. Any application for sick leave of over four (4) days' duration must be supported by a report of the employee's personal physician. All applications for sick leave must be approved by the City.

9.7 The employee shall promptly notify ~~his~~their immediate supervisor, by telephone or otherwise, on ~~his~~their first day off due to illness. If an employee is on a special work schedule,

particularly where a relief replacement is necessary if ~~he-they are~~ absent, ~~he/she/they~~ shall notify ~~his/her/their~~ immediate supervisor as far as possible in advance of ~~his-their~~ scheduled time to report to work.

9.8 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the ~~City Personnel~~Seattle Human Resources Director or the Department. While on sick leave, the employee shall ~~provide himself/herself with~~undergo reasonable medical care and treatment.

9.9 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.

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

A. The "household" is defined as the physical aspects of the employee's residence, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.

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

9.11 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

~~Employees covered by this Agreement shall be allowed one day off without salary deduction for the purpose of attendance at the funeral of any close relative; provided, that where such attendance requires total travel of 200 miles or more, one additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse and the term relative other than a "close relative" shall mean the uncle, aunt, cousin, niece or nephew of the employee, or the spouse of the brother or sister of the spouse of the employee.~~

ARTICLE 10. MANAGEMENT RIGHTS

10.1 The rights to hire, determine qualifications, promote, discharge for just cause, improve efficiency, determine work schedules and location of department headquarters are examples of management rights. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

10.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

10.3 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

10.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

~~10.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.~~

ARTICLE 11. HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr's. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
<u>Indigenous Peoples' Day</u>	<u>Second Monday in October</u>
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday following Thanksgiving Day
Christmas	December 25
Two Personal Holidays (0 through 9 years of service)	
Four Personal Holidays (after completion of 9 years of service)	

11.2 An employee must be on pay status on the regularly scheduled work day immediately preceding or immediately following a holiday ~~to be entitled to in order to qualify for~~ holiday pay, ~~and~~ ~~New~~ employees and employees returning from ~~non-pay~~unpaid leave ~~who starting~~ work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work except

A. If an employee is on an authorized unpaid absence consisting of a total of four (4) days or less preceding or following a holiday, the employee shall be paid for the holiday.

B. If any 1 authorized unpaid absence consisting of a total of four (4) days or less occurs such that an employee is on unpaid status preceding or following more than one (1) holiday, the employee shall be compensated for the first holiday only; provided, that short authorized absences of not to exceed four days' duration shall not be considered in the application of the preceding portion of this subsection, and provided further that no combination of circumstances whereby two holidays are affected by the foregoing proviso may result in payment for more than one of such holidays.

Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which falls within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

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

11.4 ~~Only individuals employed on or before February 1 of a calendar year shall be entitled to two personal holidays for use in that calendar year. Individuals employed after February 1 but on or before October 1 of a calendar year, shall be entitled to one personal holiday for use in that calendar year. After their initial calendar year of employment, employees shall be eligible for two personal holidays each calendar year.~~ Personal holidays may not be carried over for use in a subsequent year.

Employees ~~will be~~ required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on a minimum disturbance to operations. Once scheduled, this holiday will not be changed except when the employee and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with section 13.78.

Employees who have ~~either~~

~~1. c~~Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.1.2)

~~or~~

~~2. Are accruing vacation at a rate of .0615 or greater (Article 8.1.2)~~

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 (per Article 11.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

ARTICLE 12. RETIREMENT

12.1 Pursuant to ~~Ordinance No. 78444 as amended, and as further amended in 1998 by Ordinance Numbers 119275 and 119291~~ SMC 4.36, all employees covered under this agreement shall be covered by the Seattle City Employees' Retirement System.

12.1.1 Effective January 1, 2017, and pursuant to SMC 4.36, the City shall implement a new defined retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

~~The 1998 amendment incorporates the terms and conditions of the settlement agreement signed on August 19, 1998, by the City and a Coalition of Unions representing City employees, including Local 77, as follows:~~

12.1.2 Annual Cost of Living Adjustment

~~Pursuant to SMC 4.36.615: Any retirement system member who was employed in a bargaining unit position on or after January 1, 1998, which was represented by the Union shall be provided retirement benefits consistent with the following concepts:~~

~~A. a) An annual, compounding COLA of 1.5%. Effective with the retirement benefit payable on or about December 1 of each year, a member or beneficiary's adjusted benefit shall be increased by one and a half (1 ½) percent except as otherwise provided in SMC 4.36.615.~~

~~A.~~

B. b) For any calendar year, the member or beneficiary shall receive the greater of:

1. The adjusted benefit; or

2. Sixty five percent (65%) of the indexed benefit.

Pursuant to Ordinance 120685, effective January 1 of the year the Retirement Board files with the City Clerk notification that the funding ratio of the retirement funds is 100 percent or higher, subsection (B)(2) shall read "seventy percent of the indexed benefit."

~~A 60% "floor" COLA adjusted annually with no limitation to the annual increase in the CPI.~~

~~e) A member's retirement allowance shall reflect the highest of the calculations described in a), b), or the "13th Check."~~

~~d) Effective January 1, 1999, the existing six (6) month waiting period required before new employees become eligible for retirement system membership shall be eliminated as a policy matter.~~

12.1.3 Retirement benefits designated (SCERS Plan 1)

Pursuant to SMC 4.36.605, a SCERS Plan 1 member, upon retirement from service, shall receive a retirement benefit determined under (a) or (b), below, whichever is greater:

A. The sum of:

1. An annuity, which shall be the actuarial equivalent of the member's accumulated contributions at the time of retirement; and
2. A pension purchased by the contributions of the City, equal to the annuity purchased by the accumulated contributions of the Plan 1 member; or

B. The benefit determined by using the "percentage" scale in the following Table A for SMC 4.36.605, computed by multiplying the number of years of creditable service by the indicated percentage of final compensation. This scale shall also be used in determining benefits of surviving spouses and domestic partners of Plan 1 members receiving disability retirement benefits under SMC 4.36.650.D, and in determining benefits payable under SMC 4.36.680.C to the surviving spouse and domestic partner of any Plan 1 member. Use of the scale is subject to the limitation that the retirement benefit of such a Plan 1 member shall not exceed 60 percent of the member's final compensation.

12.1.4 Retirement benefits designated (SCERS Plan 2)

Pursuant to SMC 4.36.608, the percentage scale in Table A for SMC 4.36.608 shall be used in fixing the amount of a service retirement benefit for a Plan 2 member, to be computed by multiplying the number of years of creditable service by the indicated percentage of final compensation. This scale shall also be used in determining benefits of surviving spouses and domestic partners of Plan 2 members receiving disability retirement benefits under SMC 4.36.650.D, and in determining benefits payable under SMC 4.36.680.C to the surviving spouse or domestic partner of any Plan 2 member.

12.1.5 e)–If through negotiations or by other means the City makes changes to benefits under the Seattle City Employees’ Retirement System different from those reflected above, the Union will be given the opportunity to review said changes and either accept or reject them.

12.2 ~~City of Seattle Traditional, City of Seattle Preventive, Secure Horizons (affiliated with PacifiCare) and Group Health Cooperative (Standard and Deductible):~~ A pre-medicareMedicare eligible retiree health care plan shall be made available by the City’s each health care plan providers for employees covered by the provisions of this contract who retire from their City employment.

12.3 During the term of this agreement the City ~~of Seattle~~ shall have the right to re-open on proposed changes to the retirement system.

ARTICLE 13. HOURS OF WORK AND OVERTIME

13.1 The standard work week shall consist of five (5) consecutive work-days of eight (8) hours each and shall be scheduled Monday through Friday. ~~Management with Union approval may approve employee requested alternative work schedules if they meet the Department's operational needs. The Union may request copies of requests for alternative work schedules and management's responses.~~

~~13.2 Shift working hours shall be~~ The regular shifts of employees covered under this agreement are usually scheduled during the SDOT Signal Shop's core business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. ~~If work to be done on any specified job shall require a period longer than ten (10) workdays, such work may be organized on a shift basis. In that case, employees will be paid at the regular straight time wage for any eight (8) hour shift; and working conditions governing regular working hours shall prevail for any eight (8) hour shift. If any specified job is completed in less than ten (10) workdays, employees will be paid at the prevailing overtime rate, provided, however, the overtime rate shall only apply to those employees who have been switched from the day shift to a swing or graveyard shift or vice versa. No work shall be performed under these conditions that can reasonably be done during regular working hours. Employees cannot be required to change shifts for more than 30 working days in a calendar year. Employees shall receive 14 days' notice before any shift change, and if they don't, they shall be paid the overtime rate for the first 5 working days of the new shift.~~

~~Whenever it is found necessary to meet Department needs, hours of duty regular shifts may also be scheduled outside core business hours to cover for the period during off hours; or the regular shift hours of standard work shift may be varied, provided that notice of such variations shall be given as far in advance as practically possible at least 14 calendar days in advance, and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto. If the proper notice is not given the first shift worked shall be paid at the overtime rate. Each employee covered under this agreement cannot be required to change shifts for more than 30 working days in a calendar year unless the shift change is requested and approved pursuant to Art. 13.1.~~

13.2.2 Shift differential is payable pursuant to Art. 23.3.

~~13.2.1 Any change from the working hours stated in 13.2 must be mutually agreed upon between the parties. (City of Seattle and IBEW Local 77). This includes the ability to work alternative work shifts (4/10, 9/80 etc)~~

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13.3 Employees covered by this Agreement shall be provided a paid fifteen (15) minute rest period during the middle of each half of their work day ~~except for employees whose work day consists of eight (8) consecutive hours of work.~~

13.4 Employees covered by this Agreement shall be provided an unpaid meal time not to exceed one-half (1/2) hour ~~except for employees whose work day consists of eight (8) consecutive hours of work.~~

13.5 Rest periods are not cumulative and are lost if not taken.

13.6 Overtime is defined as All work performed in excess of eight (8) hours in any work day ~~(or more than the regular shift hours per Art. 13.1)~~ or forty (40) hours in any work week ~~shall be considered as overtime~~ and shall be paid ~~for~~ at the overtime rate of two (2) times the employee's straight time rate of pay. Employees may be required to work overtime when requested. A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a workweek shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday workweek.

13.6.1 Compensatory Time in Lieu of Overtime Pay will be ~~allowed~~addressed ~~using the following procedures:~~

1. ~~_____ a. The accrual and use of compensatory time shall be by mutual agreement between eligible employees and management appropriate supervisor.~~
2. ~~_____ b. Authorized compensatory time shall be earned at the rate equivalent to the overtime rate specified in Art. 13.6.~~
3. ~~_____ c. Scheduling the use of any compensatory time is will be by mutual agreement of the employee and their supervisor is subject to management approval based on operational needs.~~
4. ~~_____ d. A written record of compensatory time earned and used shall be maintained by the City.~~
5. ~~_____ e. Compensatory time may be accumulated accrued up to a maximum of eighty one hundred twentyone hundred (12080) hours, (forty (4060) hours at the double time rate) at any time.~~
- ~~_____ f. Authorized accumulated compensatory time hours (not to exceed the maximum allowed balance) If an eligible employee separates from SDOT or transfers to an ineligible title, accumulated but not used compensatory time will be cashed out upon separation from employment with Seattle Department of Transportation. Authorized accumulated compensatory time hours will ber cashed out upon transfer or promotion to an ineligible title as of the date of separation or transfer.~~

6.

13.7 Employees regularly scheduled to work on any recognized paid holiday shall be paid for the holiday in addition to one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked.

~~13.8 — Employees in classifications whose functions do not normally require holiday work but who are specifically called for emergency work on any recognized paid holiday shall be paid at the double time rate for the actual hours worked, in addition to the regular rate of pay except as provided in Section 20.4 for "High Climb."~~

~~13.9 — Employees shall receive an amount not less than the equal of four (4) hours straight-time pay each time called out from their homes at times other than regular working hours (non-scheduled overtime). They shall be paid the regular overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified before leaving their regular daily work to report for duty after regular working hours (scheduled overtime), they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours straight time pay. 1110555~~

~~13.9.1 — Employees on overtime pay before the start of their regular shift, who have enough of such overtime to equal eight (8) hours or more of regular time rate of pay, shall have eight (8) consecutive hours of relief before being returned to regular straight time rate of pay, and such employees may be relieved from duty for the day after having earned at least ten (10) hours' straight time pay. The employees/crew may choose to work one half of their next regular shift at the overtime rate of pay. After the involved employees have realized compensation equal to their regular shift pay, their supervisor may release them from duty for the remainder of their shift. Alternatively, the employees may at their option use sick leave to compensate for the required time off from their regular scheduled shifts.~~

~~13.10 — Employees called for non-scheduled overtime duty less than four (4) hours before beginning of regular working hours, or their shift hours, shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours shall be at straight time.~~

13.811 "Scheduled overtime" relates to employees instructed before quitting time, or notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated hour.

13.129 "Non-scheduled overtime" relates to employees who are instructed, without notice as defined under "scheduled overtime," to report for emergency overtime work. "Non-scheduled overtime includes call-outs as defined in Appendix B."

ARTICLE 14. OVERTIME MEALS

~~14.1 In general, and except for those employees whose work day consists of eight (8) consecutive hours of work, or as otherwise provided herein, the regular meal period shall start at 6:00 a.m. for breakfast, 11:00 am for day shift or 12:00 midnight for lunch, and 6:00 p.m. for dinner. When such employees are required to work during the regular meal period, they shall receive the overtime rate of pay for such portion of the meal period as they work. The amount of time used from the regular eight (8) hour day, for the meal, shall then be deducted from the regular work day time in computing the day's compensation. Union will accept including SMC~~

14.12 Employees notified either before end of regular shift hours, or at least twelve (12) hours in advance of starting scheduled overtime, shall furnish their own meals for the first eight-hour working schedule, the same as on a regular shift. The midshift meal shall ordinarily be scheduled not less than four nor more than six hours from the beginning of scheduled overtime work.

14.23 Pursuant to SMC 4.20.325(A), ~~w~~When an employee is specifically directed by the City to work two (2) hours or longer beyond the end of his/her/their normal regular eight (8) hour shift and the employee actually purchases a meal away from his/her place of residence as a result of such additional hours of work, the employee shall be reimbursed for the cost of such meal, up to a maximum amount equivalent to the current hourly rate of pay for Signal Electrician. In order to receive reimbursement, the employee must furnish a receipt for said meal, otherwise the employee shall be paid a maximum amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician in lieu of reimbursement for the meal. a meal allowance of thirty-five dollars (\$4535.00) that will adjust yearly with CPIshall will be payable.

14.34 Extension of Work Shift – (Emergency Overtime) ~~Call-outs: --~~When an employee is called out for emergency work pursuant to Appendix B prior to the breakfast period, the City shall provide ~~such employee one meal allowance in the amount of thirty-five dollars (\$35.00) shall be payable per employee per on-call shift. payment in lieu of breakfast in an amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician and, in addition, reimburse such employee for the cost of a lunch meal actually purchased up to a maximum amount equivalent to the current hourly rate of pay for Signal Electrician. To receive reimbursement, employees must furnish the city with a receipt for said meal.~~

14.45 When an employee is specifically directed by the City to work two (2) hours or longer prior to or after a reasonably continuous period of overtime equal to the length of such worker's regular shift, a meal allowance in the amount of thirty-five dollars (\$35.00) shall be payable.

14.56 During the term of this Agreement, all meal allowances payable pursuant to Art. 14 will be increased proportionate to the wage increases in, Art. 23.1.4 and 23.1.5 and rounded to the nearest dollar.

14.76 The Parties agree that Art. 14 is effective after full ratification of this Agreement by City Council and that retroactive adjustments to meal allowance/reimbursements for qualifying shifts prior

Summary Att 1 – Bill Draft of Agreement by and between The City and Local 77 SDOT
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to full ratification of this Agreement by City Council will not be made to employees covered under this Agreement.

~~14.5 — The City will reimburse employees for the cost of meals actually purchased during: breakfast, noon or midnight lunch meal periods up to a maximum amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician; and, dinner periods up to a maximum amount equivalent to the current Signal Electrician hourly rate of pay when such meal periods fall within the hours of the emergency overtime worked on Saturdays, Sundays, and holidays.~~

~~14.6 — Employees eligible for meal reimbursement under this Article must furnish the department with a receipt for said meal no later than forty eight (48) hours from the beginning of the next regular shift; otherwise, the employee shall be paid an amount equivalent to fifty percent (50%) of the current hourly rate of pay for Signal Electrician in lieu of reimbursement for the meal.~~

~~14.7 — The Union agrees to cooperate in an effort to insure responsible and prudent utilization of meal reimbursement by its members.~~

ARTICLE 15. UNEMPLOYMENT COMPENSATION

15.1 When and if the City of Seattle is no longer required by Federal or State law to participate in any unemployment compensation program or finance unemployment compensation benefits, the City will implement a self-insured form of unemployment compensation for employees covered by this Agreement. The unemployment compensation will meet the following criteria:

15.1.1 Provide coverage for ~~full-time regular~~ employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.

15.1.2 Coverage will only apply to those employees who are laid off.

15.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

15.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

15.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

ARTICLE 16. — UNION REPRESENTATIVES

16.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to ~~the~~ management.

16.2 The Union's Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where ~~workmen-workers~~ are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and ~~he~~ they shall be allowed reasonable time to perform these duties during regular working hours. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

16.3 Employees elected or appointed to office with the IBEW, Local 77 Union which requires a part or all of their time shall be given an unpaid leave of absence of up to one (1) ~~seven~~ one ~~five~~ three ~~three~~ (5733) years upon application. They shall not lose their seniority established with the Department at the time of the leave of absence.

ARTICLE 17. ~~—~~ SAFETY AND HEALTH

17.1 All work shall be done in a competent and workmanlike manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City standards as appropriate than those called for as a minimum by State Construction Code - then the City standards shall prevail.

17.2 It shall not be considered a violation of this Agreement for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided or when the facilities are not being maintained in a sanitary condition. An employee who is involved in such a work stoppage shall not be disciplined or suffer any loss of wages for such action if one of the three conditions as described above actually prevailed at the time of the work stoppage. Any questions regarding the merits of safe vs. unsafe conditions shall be judged pursuant to Section 17.1.

17.3 All employees in classifications whose work requires them to climb or use Man lift equipment, shall be instructed in pole-top rescue and resuscitation to become and remain proficient in its application.

17.4 All employees whose work requires them to work on elevated structures or in vaults, manholes and handholes shall be instructed in a system of rescue and resuscitation at least once a year in order to become and remain proficient in its application. A record of such training and individual performance shall be kept. When instructors of these rescue systems are selected from the Local 77 bargaining unit, they shall be compensated at their regular rates of pay when receiving CPR Instructor training.

17.5 All electrical employees shall be offered yearly first aid training.

17.6 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from ~~his/her~~their regular duties, shall ~~be compensated~~receive compensation, except as otherwise hereinafter provided, from the City in the amount their normal pay exceeds any state disability compensation to in the amount of equal eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday ~~after the on or after the fourth calendar day of the on the job~~following the injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts (RCW 51).

17.6.1 ~~-If an employee is moved to the State Industrial Insurance after 261 days, the department~~City shall notify the union and allow the union to be present with the employee during the accommodation meetings.

17.6.2 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to ~~his/her~~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; provided further that this shall constitute the only authorized use of sick leave or vacation by an employee whose disability claim is subsequently approved. If the period of disability extends beyond ~~fourteen~~ seven consecutive (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from his/her regular duties (up to a maximum of eighty percent (80%) of the employee's normal hourly rate of pay per day) shall be reinstated by ~~industrial insurance~~ Workers' Compensation or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 17.6.

17.6.32 Such compensation shall be authorized by the Personnel Director or ~~his/her~~ designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code 4.44, as now or hereinafter amended.

17.6.43 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 17.6. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 17.6.

17.6.54 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents ~~him/her~~ them from performing ~~his/her~~ their regular duties but in the judgment of ~~his/her~~ their physician could perform duties of a less strenuous nature, shall be employed at ~~his/her~~ their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Personnel Director requests closure of such employee's claim pursuant to SMC 4.44 or RCW 51, as now or hereinafter amended.

17.6.65 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6. ~~42~~.

~~17.6.6 — The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.~~

17.6.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in ~~Title 51 RCW~~ RCW 51.

ARTICLE 18. ~~WORK~~ WORK OUTSIDE OF CLASSIFICATION

18.1 In cases of extreme emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee who regularly performs ~~the ing this~~ work.

18.2 Employees assigned by management to perform the duties of a higher-paid classification for a period of four (4) consecutive hours or longer shall be paid at the rate established for such classification while performing such duties.

ARTICLE 19. ~~—~~MISCELLANEOUS

19.1 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit; provided, however, that said space shall not be used for notices which are political in nature. All material posted shall be the responsibility of the Shop Steward and shall be officially identified as International Brotherhood of Electrical Workers.

19.2 Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half day's pay; if relieved from duty except for cause after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request.

19.3 All employees who ~~are required~~directed by the Department to use their own transportation ~~on Department for Department~~ business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year, or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

~~19.4 — One (1) day emergency leave per Agreement year without loss of pay may be taken with approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family, or an unforeseen occurrence with respect to the employee's household, either of which necessitates immediate action on the part of the employee. The "immediate family" is limited to the spouse, domestic partner, children and parents of the employee. The "household" is defined as the physical aspects of the employee's residence. Emergency Leave: One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power) that necessitates action on the part of the employee. The emergency leave benefit must also be available to the member in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the member to physically commute to their normal work site at the start of their normal shift.~~

~~— The "household" is defined as the physical aspects of the employee's residence, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.~~

~~— 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.~~

~~19.4.1 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.~~

19.45 The employees covered by this Agreement may examine their ~~Departmental~~ Personnel File in the ~~Department~~ department's Personnel Office human resources office in the presence of the ~~Personnel Officer~~ Director of People and Culture or a designee. Employees who disagree with material included in their Personnel File ~~are permitted to~~ may insert a statement relating to the disagreement in their Personnel File.

ARTICLE 20. ~~WORKING RULES~~

~~20.1 Where the City desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal twelve (12) hours off duty between shifts shall be allowed, and the overtime rate shall be paid for all the time less than the nominal twelve (12) hours off duty, except where otherwise agreed upon by the City and the Union.~~

20.12 The schedule for the days to work and the days off are determined by management in accordance with the provisions of this Agreement and go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to ~~his/her~~their schedule for the old job ceases at the beginning of the new job.

20.23 When an employee is ~~transferred to any position assigned to a role~~ in which ~~he/she~~they ~~have~~s had no previous experience, he/she shall be given a reasonable break-in period with an experienced employee in that ~~position~~role.

20.34 All employees working on poles, towers, or suspense-type platforms seventy-five (75) feet above ground or higher shall receive additional compensation while actually working at these heights. This additional compensation shall be at the straight-time rate in addition to the normal rate in effect at the time the work is being performed. This rule shall not apply when employees are working on the roofs of buildings where no exceptional hazard exists.

20.45 Employees shall not be required to report before or after their regular work ~~periods~~shift for the purpose of picking up vehicles or materials for use during their regular work shift.

20.56 ~~The City shall endeavor to schedule required meetings during the Signal Shop's core business hours of 7:00am to 3:30pm. When a required meeting (e.g. SDOT all-staff meeting) is scheduled outside the Signal Shop's core business hours, the City will provide at least two (2) weeks advance notice of the meeting when possible. The City acknowledges that this happens rarely and that most required meetings can be scheduled within the Signal Shop's core business hours. Schedule variances due to these types of infrequent meetings are exempt from Art. 13.2. Employees shall not be required to attend meetings called by the City except during the regular working hours.~~

20.67 Headquarters shall be where adequate toilet, washrooms, lunchroom, and locker facilities are available ~~to accommodate for use by personnel~~employees assigned thereto, and where their tools and clothing may be kept in a safe, dry, and warm place.

20.78 ~~Necessary t~~Travel from headquarters to job locations and back to headquarters shall be part of the employee's work time, and any transportation necessary shall be provided by the City.

20.89 Requests for ~~reassignments~~transfers within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the

knowledge, skill, adaptability and physical ability required for ~~the job to which transfer the reassignment is requested.~~

~~20.10 — The working schedule for each work period shall be posted for a reasonable length of time before it is to go into effect.~~

~~20.191~~ All framing and erection of poles shall be done by Signal Electricians. ~~in the Signal Construction Shop.~~

20.102 All tree trimming performed under this Agreement where there is a possibility of contact with transmission or distribution circuits will be done by Signal Electricians.

20.113 A crew pulling cables with a power winch shall include not less than two (2) Journey ~~Workers~~ Signal Electricians and shall be supervised by a Crew Chief.

20.124 When three ~~two~~ (32) ~~two (2)~~ employees are working on one specific job and the regular Crew Chief is absent from the premises for more than two (2) hours, one Journey ~~Worker~~ Signal Electrician shall be in temporary charge (Journey-In-Charge) while so assigned and shall be compensated while serving in this capacity. ~~This is to be effective only when the regular crew chief is absent from the premises for more than two (2) consecutive hours.~~ This employee may be required to use tools. ~~If one journey worker and an apprentice are working together the requirement for supervisor is met.~~

20.135 The basic crew structure is based on a ~~ratio~~ ratio of up to 8:1 Signal Electricians to Crew Chiefs, for a total of up to nine (9). ~~The number of Crew Chiefs will be based upon a ratio of 1:4 Crew Chiefs to Signal Electricians with the total of five (5) or more. Crew structure may vary, depending on the availability of employees (e.g. vacancies, sick leave, vacation, training, or other leave of absence) scheduled shifts and/or assigned work tasks. The city shall maintain the current number of crew chiefs during the term of this contract (seven(7)). These C~~ Crew Chiefs (other than the Crew Coordinator) will be considered working Crew Chiefs and may use tools to support the crew when necessary. if they have 4 journey workers or less assigned to them. Crew Chiefs shall be non-working if they are supervising a crew consisting of 56 or more workers. ~~Crew Chiefs will be eligible for call outs. Within 60 days of ratification the city will fill the vacant crew chief positions~~

20.146 The Crew Chief Assigned Crew Coordinator position will be filled by way of The Crew Chief assigned Crew Coordinator will a hiring process run by the department. involve a selection process to fill said position from amongst existing Crew Chiefs.

20.157 — Out-of-class ~~working~~ Crew Chief – When four (4) or more Signal Electricians are working on one specific job, and the ~~working~~ Crew Chief is off the premises for more than two (2) consecutive hours, one Journey ~~Worker~~ Signal Electrician shall be designated as an out-of-class Crew Chief and shall be compensated while serving in this capacity. This employee may be required to use tools.

~~20.17.1 — A four (4) or more person crew shall not have more than one (1) Crew Chief.~~

20.168 A Crew Chief shall not supervise at one time more than ~~five-eight~~ (~~58~~) crew jobs on which supervision is normally required.

20.179 On scheduled overtime jobs the work will be ~~performed by~~ assigned to employees in the proper classifications. ~~A Crew Chief, if assigned, shall supervise other classifications involved only as necessary to coordinate the entire operation. To further the end result, he/she may assign them work common to all classifications. Please explain this us prior to counter.~~

20.1280 All hot work on underground distribution cables carrying over 300 v to ground shall be done by Journey ~~Worker~~ Signal Electricians.

~~20.22 From one hour after sunset until one hour before sunrise, there shall be two (2) Journey Workers working together on the climbing of poles or using Man aerial lift equipment to perform work within two feet of 4 kv primary, as provided in W.A.C. 296.45.330, paragraph 1, of the revised February 1968 Electrical Workers Safety Rules, except that one employee may be used in cases of emergency, as provided in W.A.C. 296.45.300, paragraph 2, of those safety rules.~~

20.1923 Signal Electricians ~~Journey Workers~~ working alone shall perform those one-person jobs normally required for continuity of service.

20.204 ~~Effective April 1~~ On the first paycheck in April of each calendar year, for the term of this agreement, all employees covered by this agreement shall ~~Signal Electricians who have completed six months' service shall~~ receive an annual allowance of ~~\$175.00~~ ~~\$300.00~~ \$325.00 ~~for the purchase of protective footwear, clothing, tools, and equipment. Newly hired employees shall receive this allowance within 2 pay periods after the date of hire. All employees covered under this agreement are eligible to receive this allowance a maximum of once per calendar year. This provision shall not apply to non-working Crew Chiefs.~~

~~On the first paycheck in April of each calendar year. One pair of FR Coveralls per contract cycle shall be provided by the employer for each employee covered under this agreement. each employee once per contract or as needed.~~

~~The Department shall pay up to \$313.3300.00 per employee per year during the term of this Agreement as partial reimbursement for the cost of purchasing protective footwear when such footwear is required by the Department. Such reimbursement may be divided into up to 4 payments; however, an employee may receive no more than one payment per contract year. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase.~~

20.215 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), the Department shall pay for the cost of employee driver's training to obtain their CDL. Driving school fees shall be paid by the Department directly to the authorized trainer. Employees shall be reimbursed for one successful written and one successful skills test. fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City shall pay for all fees associated with obtaining and maintaining an EL01 license and a CDL. These fees will not include any lost time payments for schooling that may be necessary. The City shall pay ~~as a~~

~~maximum amount~~, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license. ~~—Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams for this purpose, the employee shall may have the exam form completed through the plan's providers (Group Health or other health care provider of preventive physical exams) or shall seek reimbursement through the medical plan and seek partial reimbursement through the City. This health care plan requirement is effective after the City establishes a protocol with Group Health Cooperative (or other health care provider of preventive physical exams) that results in one visit for the physical exam, completion of the physical exam form, and issuance of the exam card.~~

The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

~~In addition, employees shall be reimbursed on a one-time-only basis for fees charged charged sent to a Department approved driving school and all expenses related to obtaining their Class A CDL shall be paid by the Department. Driving school fees shall be paid by the Department directly to the driving school, for Department approved classes offered for employees to assist them in passing this exam.~~

20.2265 Request for assistance will be made when necessary, due to lack of expertise, to solve a sophisticated field problem; or for safety purposes, a request may be made to provide security assistance. ~~For hours outside standard weekday shifts scheduled pursuant to Art. 13.2, -tThe department shall endeavor to assign at least two (2) person crews when possible, any work done outside of working hours shall require a 2 person crew. Security shall be provided for all work performed outside of normal working hours.~~

20.2376 A minimum of two (2) employees will be assigned to aerial work ~~when a bucket or rotatable line tower truck is used and/or when required by Washington State Safety Rules.~~

20.24820.27 ~~Crew Chiefs assigned The~~ Crew Coordinator ~~shall not be permitted will not~~ to use tools except in case of emergency, ~~while on standby, and for~~ spot checking and training purposes.

20.27.1 ~~Employees appointed to Crew Coordinator will not be assigned to the work of a Crew Chief except in emergencies. Crew Coordinator shall not be assigned the work of a Crew Chief except in an emergency~~

20.259 Management may assign employees in the Crew Coordinator classification to work scheduled overtime when there is an operational need for the Crew Coordinator.

20.263028 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.

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- 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 ~~t~~Twenty-five ~~d~~Dollars (\$25.00) 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 his/her final paycheck(s).
 - D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
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ARTICLE 21. ~~—~~SAVINGS CLAUSE

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

ARTICLE 22. ~~—~~ SUBORDINATION OF AGREEMENT

22.1 It is recognized that the City is dedicated to the accomplishment of the municipal functions for which it was created, and all applicable Federal and State laws, the City Charter and City ordinances are paramount.

ARTICLE 23. —RATES OF PAY

23.1.1 The base wage rates **effective on January 23, 20123**, shall be computed to reflect a will be increased by five percent (5%). ~~six 5.5% 6 eight 82.7 eleven 119.2%~~ percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 20121 over the same index for June 201122 plus 2.5%; provided, however, said percentage increase shall not be less than two eleven point seven percent (211.7%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 20121—June 20122 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.1.2 The base wage rates **effective on January 23, 20124**, shall be computed to reflect a will be increased by four and one half percent (4.5%). ~~five (4.5%5%) four point five 4.5 2.0%~~ percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 201322 over the same index for June 201223 plus three percent (3%); provided, however, said percentage increase shall not be less than two six percent (26%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 201222—June 201323 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.1.3 The base wage rates **effective on January 23, 20125**, are: ~~Two and one half percent (2.5%) four 4~~ shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2014 over the same index for June 2013; provided, however, said percentage increase shall not be less than two three percent (223%) nor shall it exceed four seven percent (47%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 201323—June 201424 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Signal Electrician</u>	<u>58.65</u>	<u>61.00</u>	<u>63.26</u>	<u>65.68</u>	<u>68.14</u>
<u>Signal Electrician</u>	<u>62.02</u>	<u>64.43</u>	<u>66.82</u>	<u>69.36</u>	<u>71.99</u>
<u>(Assigned in Charge of 3-Member Crew)</u>					
<u>Signal Electrician, Crew Chief</u>	<u>63.26</u>	<u>65.68</u>	<u>68.14</u>	<u>70.62</u>	<u>73.39</u>
<u>Signal Electrician, Crew Chief</u>	<u>65.68</u>	<u>68.14</u>	<u>70.62</u>	<u>73.39</u>	<u>76.21</u>
<u>(Assigned Crew Coordinator)</u>					

23.1.4 The base wage rates effective on **January 23, 20126**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton-Bellevue area Consumer Price Index for June 201524 over the same index for June 201425; provided, however, said percentage increase shall not be less than two three three percent (2323%) nor shall it exceed four six percent seven percent seven six (477%) plus one percent (1%). 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 201424 – June 201525 as published by the Bureau of Labor Statistics. -The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

~~23.1.5 — The base wage rates effective on **January 23, 2027**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2025 over the same index for June 2026; provided, however, said percentage increase shall not be less than two three percent (23%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2025 – June 2026 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

~~23.1.5 All Signal Electrician V's shall be grandfathered at their current rate until they leave employment with the City of Seattle, except that they shall be granted all COLA adjustments for each year of the agreement as applied in Article 23.1 Sections 1, 2, 3 and 4 above. All other Signal Electricians below level V shall be paid at the rate of Journey Level Signal Electrician which shall equal the past Signal Electrician IV level and receive the COLA adjustments for each year of the agreement consistent with Article 23.1 Sections 1, 2, 3 and 4 above.~~

23.1.5 The base wage rates effective on **January 23, 2027** shall be increased by one percent (1%). After applying the one percent (1%) increase to the base wage rate, the base wage rate ~~shall~~ be further computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton-Bellevue area Consumer Price Index for June 2025 over the same index for June 2026; provided, however, said percentage increase shall not be less than one and a half percent (1.5%) 2%two three percent (23%) nor shall it exceed four seven four three percent (374%). 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 2025 – June 2026 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

23.2 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

23.3 ~~Shift Premium Differential - Effective January 23, 2005~~²³, ~~a~~^{An} employee who is assigned scheduled pursuant to Art. 13.2 to the second to work at least six-four (464) hours of any regular shift other than day outside the Signal Shop's core business hours of 7:00am to 3:30pm Monday through Friday shift will be paid a shift premium of \$0.501.25 per hour for all hours worked during the regular shift. ~~shift differential of six dollars (\$6.00) per hour added to the base rate for all hours worked during such shift. This rate shall be adjusted yearly based on the COLA.~~
~~ten (10) percent of their hourly rate per hour for all hours of the shift~~^{ten percent (10%) of their hourly rate per hour rate for all hours worked during such shift.} ~~In a qualifying shift, s~~^{Shift premium differential} will be paid for hours worked as opposed to time-off with pay other than sick leave. such as vacation, sick leave, holiday pay, and other paid leave benefits. ~~The s~~^{Shift premium pay differential} is not payable during call-outs and will not be included in the base pay for purposes of calculating the overtime pay rate. ~~shift employees for shift extensions, overtime, whether worked before or after the shift. Shift employees shall be paid 2x overtime plus shift premium for all overtime work. A day shift employees who fill in on overtime for shift workers shall be paid the same premium as the shift workers. shift employees for shift-extension overtime, whether worked before or after the shift. Shift premium will not be included in the employee's base pay for call-out or weekend overtime. A day shift employee required to remain at work after the end of their shift to cover the second shift will begin receiving the shift differential at the time the day shift employee begins overtime pay for the second shift; the overtime rate will be calculated on the day shift hourly rate. Shift premium will be included for retirement.~~
1. Retirement System Contributions:
~~Shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City of Seattle. This pay is included in the calculation that determines an employee's retirement benefit if earned and paid for during the highest two years of wages that are designated as average salary as defined by the retirement system.~~

~~Shift Differential is paid for actual hours of work and paid leave for those employees assigned to a 2nd, night, swing or graveyard shift under conditions that meet the terms of this agreement. Shift workers shall be replaced by an off shift person at the overtime rate plus shift differential whenever they are unavailable for work.~~

~~23.4 Longevity Pay Effective January 23, 2023 the following longevity pay percentages shall be included in employees pay based on completed years of service:~~

~~Ten Years Service 2%
Fifteen Years Service 3%
Twenty Years Service 4%~~

~~The intent of the longevity pay is to increase recruitment and retention of Signal Electricians.~~

ARTICLE 24. — RATIFICATION

~~24.1 All pay raises shall be implemented within 30 days of the City Council approval of the contract.~~

~~24.2 All retroactive pay shall be paid within 45 days of City Council approval of the contract.~~

~~24.3 If the city fails to meet the timelines in 24.1 and/or 24.2 all members covered by this contract shall be paid a penalty of \$100.00 per day for each day the timeline has been missed.~~

ARTICLE 25. — DISCIPLINE

~~25.1 The City/Department may suspend, demote or discharge an employee for just cause.~~

~~25.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions which the City/Department may take against an employee include:~~

- ~~A. a. Verbal warning~~
- ~~B. b. Written reprimand~~
- ~~C. c. Suspension~~
- ~~D. d. Demotion~~
- ~~E. e. Termination~~

~~25.2 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.~~

~~25.3 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.~~

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25.4 The Union/employee covered by this Agreement must, upon initiating an appeal relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may the Union/employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same disciplinary action.

25.5 Provided an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.

25.6 Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 25.5 of this agreement.

25.7 The appointing authority may suspend, demote or discharge a probationary employee without just cause.

ARTICLE 26. -VEBA

26.1 VEBA Benefit ÷ Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement:

A. Eligibility-to-Retire Requirements:

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

B. The city will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/2027.12/31/2025.

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

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

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

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

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

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

Contributions from Employee Wages:

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

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

The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions. Members are not eligible to deposit their sick leave cash out into their deferred compensation account or receive cash.

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

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

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

EXECUTION OF THIS AGREEMENT

Signed this ____ day of _____,
~~2014~~

CITY OF SEATTLE
Executed under the Authority

of Ordinance _____

LOCAL UNION 77, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

~~Edward B. Murray~~Bruce A. Harrell, Mayor

~~Louis R. Walter~~Rex Habner, Business Manager

~~Chase Munroe~~,
Interim Labor Relations Director

APPENDIX A. –RATES OF PAY

A.1 Effective January 23, 2023, base hourly wage rates shall be increased as described in Articles 23.1 and 23.1.1 and shall be as follows:

<u>Journey-Level Signal Electrician</u>	<u>\$59.35</u>
<u>Signal Electrician</u> <u>(Assigned in Charge of 3-Member Crew)</u>	<u>\$61.72</u>
<u>Signal Electrician, Crew Chief</u>	<u>\$64.21</u>
<u>Signal Electrician, Crew Chief</u> <u>(Assigned Crew Coordinator)</u>	<u>\$64.21</u>

A.1.1 Effective January 23, 2023, the base hourly wage rates for the Signal Electrician Apprentice in relation to the Journey-Level Signal Electrician rates listed in A.1 shall be calculated as follows:

<u>Step</u>	<u>Hours</u>	<u>Percent of Journey Rate</u>
<u>1</u>	<u>0-6 months</u>	<u>67%</u>
<u>2</u>	<u>7-12 months</u>	<u>73%</u>
<u>3</u>	<u>13-18 months</u>	<u>77%</u>
<u>4</u>	<u>19-24 months</u>	<u>83%</u>
<u>5</u>	<u>25-30 months</u>	<u>89%</u>
<u>6</u>	<u>31-36 months</u>	<u>95%</u>

A.2 Effective January 23 2024, the base hourly wage rates shall be increased as described in Article 23.1.2 and shall be as follows:

<u>Journey-Level Signal Electrician</u>	<u>\$62.02</u>
<u>Signal Electrician</u> <u>(Assigned in Charge of 3-Member Crew)</u>	<u>\$64.50</u>
<u>Signal Electrician, Crew Chief</u>	<u>\$67.10</u>
<u>Signal Electrician, Crew Chief</u> <u>(Assigned Crew Coordinator)</u>	<u>\$67.10</u>

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A.2.1 Effective January 23, 2024, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed in A.2 shall be calculated as follows:

<u>Step</u>	<u>Hours</u>	<u>Percent of Journey Rate</u>
<u>1</u>	<u>0-6 months</u>	<u>67%</u>
<u>2</u>	<u>7-12 months</u>	<u>73%</u>
<u>3</u>	<u>13-18 months</u>	<u>77%</u>
<u>4</u>	<u>19-24 months</u>	<u>83%</u>
<u>5</u>	<u>25-30 months</u>	<u>89%</u>
<u>6</u>	<u>31-36 months</u>	<u>95%</u>

A.3 Effective January 23 2025, base hourly wage rates shall be increased as described in Article 23.1.3 and shall be as follows:

	<u>Step1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Signal Electrician</u>	<u>58.65</u>	<u>61.00</u>	<u>63.26</u>	<u>65.68</u>	<u>68.14</u>
<u>Signal Electrician</u> <u>(Assigned in Charge of 3-Member Crew)</u>	<u>62.02</u>	<u>64.43</u>	<u>66.82</u>	<u>69.36</u>	<u>71.99</u>
<u>Signal Electrician, Crew Chief</u>	<u>63.26</u>	<u>65.68</u>	<u>68.14</u>	<u>70.62</u>	<u>73.39</u>
<u>Signal Electrician, Crew Chief</u> <u>(Assigned Crew Coordinator)</u>	<u>65.68</u>	<u>68.14</u>	<u>70.62</u>	<u>73.39</u>	<u>76.21</u>

A.3.1 Effective January 23, 2025, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed in A.3 shall be calculated as follows:

<u>Step</u>	<u>Hours</u>	<u>Percent of Step 1 of Journey Rate</u>
<u>1</u>	<u>0-6 months</u>	<u>67%</u>
<u>2</u>	<u>7-12 months</u>	<u>73%</u>
<u>3</u>	<u>13-18 months</u>	<u>77%</u>
<u>4</u>	<u>19-24 months</u>	<u>83%</u>
<u>5</u>	<u>25-30 months</u>	<u>89%</u>
<u>6</u>	<u>31-36 months</u>	<u>95%</u>

A.4 Effective January 23, 2026, base hourly wage rates shall be increased as described in Article 23.1.4.

A.43.1 Effective January 23, 2026, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed as described in Article 23.1.4 shall be calculated as follows:

<u>Step</u>	<u>Hours</u>	<u>Percent of Step 1 of Journey Rate</u>
<u>1</u>	<u>0-6 months</u>	<u>67%</u>
<u>2</u>	<u>7-12 months</u>	<u>73%</u>
<u>3</u>	<u>13-18 months</u>	<u>77%</u>
<u>4</u>	<u>19-24 months</u>	<u>83%</u>
<u>5</u>	<u>25-30 months</u>	<u>89%</u>
<u>6</u>	<u>31-36 months</u>	<u>95%</u>

A.53 Effective January 23, 2027, base hourly wage rates shall be increased as described in Article 23.1.5.

A.53.1 Effective January 23, 2027, the base hourly wage rates for the Signal Electrician Apprentice in relation to the of the Journey-Level Signal Electrician rates listed as described in Article 23.1.5 shall be calculated as follows:

<u>Step</u>	<u>Hours</u>	<u>Percent of Step 1 of Journey Rate</u>
<u>1</u>	<u>0-6 months</u>	<u>67%</u>
<u>2</u>	<u>7-12 months</u>	<u>73%</u>
<u>3</u>	<u>13-18 months</u>	<u>77%</u>
<u>4</u>	<u>19-24 months</u>	<u>83%</u>
<u>5</u>	<u>25-30 months</u>	<u>89%</u>
<u>6</u>	<u>31-36 months</u>	<u>95%</u>

~~APPENDIX A~~

~~APPENDIX A. RATES OF PAY~~

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

~~AND~~

~~CITY OF SEATTLE/SEATTLE DEPARTMENT OF TRANSPORTATION~~

~~January 23, 2013 – January 22, 2017~~

~~Effective 1-23-2013~~

~~Journey-Level Signal Electrician Step 1~~ ~~\$43.74 10% of step 3~~

~~Journey-Level Signal Electrician Step 2~~ ~~5% of Step 3~~

~~Journey-Level Signal Electrician Step 3~~ ~~Current Journey Rate plus COLA~~

~~Journey-Level Signal Electrician Step 4~~ ~~+5% of step 3~~

~~Journey-Level Signal Electrician Step 5~~ ~~+10 of step 3~~

~~Signal Electrician, Crew Chief~~ ~~\$47.30 12.5% above step 5 of signal electrician~~

~~Signal Electrician (Assigned in Charge of 3-Member Crew)~~ ~~\$45.49 7.5% above step 5 of signal electrician~~

~~Signal Electrician, Crew Chief (assigned Crew Coordinator)~~ ~~\$47.30 15% above step 5 of signal electrician~~

~~APPENDIX B.- CALL-OUTS~~

~~Call-out Procedures~~

~~Effective following full ratification of this agreement by the Seattle City Council, the Seattle Department of Transportation (SDOT) and IBEW Local 77 have negotiated and agreed to the following call-out procedure that replaces and supersedes all existing agreements, past practices, processes and procedures regarding call-outs:~~

~~B.1 Objectives:~~

~~Remedy or mitigate hazards in or affecting the Right of Way in a timely fashion outside of standard weekday shift hours.~~

~~Distribute call-outs in an agreed upon manner.~~

Address each call-out safely and efficiently.

B.2 Definitions:

Call-out: A call-out is when it is necessary for the on-call crew to provide required maintenance to an electrical asset to remedy or mitigate hazards in or affecting the right of way outside of regularly scheduled weekday shift hours. Pay for call-outs is pursuant to Section 6, below. Pursuant to Section 6C, below, a call-out begins when the signal electricians leave their house until they return home. They will be paid at the overtime rate except no pay shall be allowed while eating or sleeping upon the employee's arrival at the Signal Shop and ends when the employee leaves the Signal Shop. A call-out is not scheduled overtime as defined by the Art. 13.11.

Employees called for non-scheduled or call-out overtime duty less than four (4) hours before the beginning of regular working hours, or their shift hours shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours shall be at the straight time.

On-call shift: Management may schedule on-call shifts any time outside the regularly scheduled weekday shift hours. Each employee assigned to the on-call shift must remain contactable through an employer-provided mobile phone and be in a state of readiness to receive communications from Charles St. Dispatch ("Dispatch") and/or management. If an employee who is on-call misses a call from Dispatch and/or management during the on-call shift, the employee must respond via phone within fifteen (15) minutes of the time the voicemail is left. If called out, the employee is expected to arrive at the Signal Shop within ninety-seventy-five (75/90) minutes of ending the call with Dispatch or management. Pay for the on-call shift shall be pursuant to Art. 13.6 and Section 6, below.

On-call crew: Two (2) employees will be scheduled for every on-call shift and shall co-respond to each call-out during the on-call shift. Signal Electricians and Crew Chiefs are eligible to be assigned to the on-call crew.

B.3 Responsibilities of the On-Call Crew:

Dispatch will call-out the on-call crew members based on a list of hazards in or affecting the right of way that require maintenance outside standard weekday shift hours. This list of hazards will be agreed to by the union agreed to by the union and contain recommended staffing levels and will be provided by management to Dispatch, with a copy to the union. The list of hazards is subject to modification by agreement between the union and the City the Appointing Authority and/or Executive Order. The parties agree that the list of hazards is specific to the SDOT Signal Shop and does not include declared emergencies or legislative changes affecting declared emergencies. (as determined by the on-call crew) The on-call crew shall the on-call crew

The on-call crew shall notify Dispatch and management via TEAMS messages when the required maintenance has been completed. If the issue cannot be remedied by the on-call crew, they will notify Dispatch via phone call. No further calls will be dispatched to the location during that on-call shift. Employees will be trained in the proper use of TEAMS messaging for purposes of call-outs.

B.4 Scheduling the on-call crew:

All non-probationary and non-trial service Signal Electricians and Crew Chiefs may sign up to be scheduled for on-call shifts. Probationary and trial service Signal Electricians and Crew Chiefs shall be allowed to sign up after thirty (30) days of employment within the classification subject to management approval. The sign-up period is the first full two (2) weeks of February, May, August, and November. After the sign-up period, management shall assign the on-call crew in one-week intervals concurrent with the City's workweek (Wednesday through Tuesday). The on-call schedule shall be posted quarterly, with a copy to Dispatch. Management will provide phones, which will be passed from the previous week's on-call crew to the next week's on-call crew by 2:00PM on Wednesdays except City Holidays (excluding Personal Holidays) as defined by Art. 11.1. Probationary and trial service Signal Electricians and Crew Chiefs shall be allowed to sign up after 30 days and with management approval.

While signing up for the on-call crew is voluntary, once on-call shifts are assigned, it is expected that the employee works the scheduled shifts. Trading shifts is permitted with management approval. Employees must notify Dispatch of the trade before the end of the regular shift. Failure by the employee to notify Dispatch of an on-call shift trade may result in an unauthorized absence, and management will notify dispatch of any changes. Employees may not be assigned an on-call shift and a scheduled overtime shift on the same day. Journey-in-Charge compensation is not payable for call-outs.

If insufficient volunteers sign up for the on-call crew, it will be addressed first through emergency JLMC. Management reserves the right to use contract out work when staffing levels are insufficient to cover the work.

B.5 Responsibilities of Charles St. Radio Dispatchers:

The role of the Charles St. Radio Dispatcher ("Dispatcher") is to call-out the on-call crew as described in Section 3, above.

Additionally, the Dispatchers will follow the procedures set forth below:

1. In the case of a dark intersection, the Dispatcher will:
 - i. Have Seattle Response Team ("SRT") verify that the intersection is dark.
 - ii. Contact City Light Dispatch to check for known power outage, either scheduled or emergency.
 - iii. If City Light cannot verify a known power outage, the Dispatcher will then contact the appropriate on-call crew member.

- iv. SRT will instruct other workers to not to touch any signal equipment or wires unless it is a life or limb situation.

2. In case of equipment damage, the Dispatcher will:

- a. Have SRT, as accurately as possible, identify the type of equipment damaged. This helps the on-call crew members know whether to request assistance from ~~additional~~ additional crew member(s)(s).
- b. Have SRT protect the area with barricades or cones -until the on-call crew arrive. Under no circumstances should SRT come into contact with any wiring or cables or equipment.
- c. When the area is secure, the Dispatcher will then notify the responding on-call crew member(s) and the crew will proceed with the response. If there is a safety concern, the on-call crew may shall ask Dispatch to request SRT, SPD or private security for additional safety watch. If the safety issue cannot be addressed the crew will leave the area.

B.6

Pay for call-outs:

A. On-call premium:

Each on-call crew member shall be paid an on-call shift premium in the total amount of ~~11105~~\$100.00 for each weekday on-call shift they work and ~~\$5501~~50.00 for each scheduled weekend and City Holiday on-call shift they work. If the employee works the on-call shift, the on-call premium is payable regardless of whether they are called out during the on-call shift. The on-call premium is in lieu of standby pay pursuant to the Personnel Rules and SMC 4.21. On-Call premiums are payable for eligible shifts worked after full ratification of this Agreement by Seattle City Council. On-Call premiums will be increased proportionate to the wage increases in, Art. 23.1.4 and 23.1.5 and rounded to the nearest dollar.

B. Overtime Rate of Pay:

Pursuant to Art. 13.6, overtime shall be paid at a rate of two (2) times the employee's regular, straight-time hourly pay.

C. Overtime Pay when called out:

When called out, each on-call crew member shall be paid at the overtime rate described in Art. 13.6. Each time an employee is called-out during an on-call shift, hourly pay at the employee's overtime rate begins upon arrival at the Signal Shop and ends when the employee leaves the Signal Shop. If an employee is called out during an on-call shift, they will be paid for a minimum of two (2) hours at their overtime rate (the equivalent of four (4) hours straight time pay) per call-out unless a call from dispatch is received while the employee is on a call-out and before the employee

~~has left the Signal Shop. In that case, hourly pay at the employee's overtime rate shall continue. each call when the signal electricians leave their house until they return home. They will be paid at the overtime rate except no pay shall be allowed while eating or sleeping.~~

D. Travel Premium

~~When called-out, each on-call crew member shall be paid a travel premium equivalent to two and a half (2 1/2) hours of the employee's overtime pay rate. five five55It is expected that employees who are called-out arrive at the Signal Shop within seventy-five ninety(7590) minutes of ending the call with Dispatch. Additional travel premium is not payable when a call from Dispatch is received while an employee is already on a call-out. If, during an on-call shift, an employee receives a call from Dispatch within 30 minutes of leaving the Signal Shop after completing a call-out, travel premium is not payable for the next call-out. Mileage will also be paid or the standby crews will be given a take vehicle.~~

E. Rest Periods

1. ~~When the last call-out of an on-call shift ends eighteight -(88) hours or less before the start of the employee's next regularly scheduled shift, the employee shall have eight (8) hours of consecutive relief from duty before returning to regularly scheduled shift hours at straight time pay. Pay for the rest period is equivalent to eight (8) hours at the employee's regular, straight time hourly pay rate and all hours of the rest period that fall within the employee's regular shift hours will be paid as regular shift hours. All hours prior to the start of their next regularly scheduled shift shall be paid at the TA rate of pay (Overtime x 1) all hours that fall in their next regularly scheduled shift shall be paid at AA paycode (regular straight time). Relief from duty begins when the employee leaves the Signal Shop, after returning the truck. If an on-call crew is still working at the start time of the regularly scheduled shift, management has sole discretion to reassign the work to a regular shift crew or have the on-call crew complete the work and prorate the rest period pursuant to B.6E(4) below. An employee beginning a rest period who is not scheduled for the next on-call shift shall leave the on-call phone in the Signal Shop.~~
2. ~~eight 8four 4eightI-8f the rest period extends into part of the employee's regular shift, the employee may, upon completion of the rest period and with management approval, work the remainder of the shift or use sick leave, vacation, comp time or unpaid leave to cover the remaining shift hours. If the rest period ends after 1:30 PM the remaining hours will be paid at the straight time wage~~
3. ~~Subsections 1 and 2, above, do not apply when the last call-out of an on-call shift ends more than eight (8) hours before the start of the employee's next regularly scheduled shift.~~
4. ~~If the department needs employees prior to the end of their rest period all hours will be paid at the 2X rate of pay. Management has sole discretion to schedule employees during the rest period described in Section B.6(A) when operations require additional staffing. When management schedules an employee during a rest period, the rest premium is prorated and~~

paid based on the hours actually rested and rounded to the nearest hour, the employee forfeits the remainder of the rest period, and all hours worked during the rest period shall be paid at the employee's overtime rate described in Art. 13.6.

F. Additional employees who may be called-out

If the scheduled on-call crew determines that additional crew members are needed for a call-out, they will notify Dispatch. Dispatch will use shall use the Signal Shop's overtime list the call-out list and call additional crew from the least number of hours to the most starting with the employee with the least number of overtime hours on the list. ~~All crew members shall be provided with an updated overtime list every two weeks~~The overtime list will be updated approximately every two weeks and will be accessible by all employees covered under this agreement. ~~(this list is made up of those who have signed up for the on call list) Do you want dispatch to make these call or the crew that is on site~~

An employee who is not on-call and responds to a call-out is eligible to receive overtime per Art. 13.6, travel premium per App. B.6(D), meal allowance per Art. 14.4 and rest premium per App. B.6(E), when applicable. An employee who is not on-call is not eligible to receive the on-call premium per App.B.6(A).

The parties acknowledge that the vast majority of call-outs can be addressed by the two (2) person on-call crew.

~~Employees called for non-scheduled or call-out overtime duty less than four (4) hours before the beginning of regular working hours, or their shift hours shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours shall be at the straight time.~~

APPENDIX C.-APPRENTICESHIP

C.1 The City, SDOT, and the Union recognize that the Washington State Apprentice and Training Council ("WSATC") has the authority to develop, administer and enforce apprenticeship program standards for the operation and success of apprenticeship and training programs and may change its rules, policy, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy and/or administrative practices shall be recognized as part of this Agreement unless specifically addressed otherwise.

C.2 Application of the standards and detailed procedure for the operation of the program, (including, but not limited to, work processes, apprentice rotation, changes to work schedule and administrative standards as defined in WAC 296-05-003), shall be recommended by the Apprenticeship Subcommittee to the City of Seattle Joint Apprenticeship Training Committee ("JATC"), and, when approved by the JATC, be recognized as a part of this Agreement. The areas and hours of training for all the apprenticeships may be changed upon recommendation of the Apprenticeship Subcommittee and approval by the JATC and the WSATC.

C.3 Rules, regulations and requirements concerning Apprentices shall be furnished to employees and will be made available as provided in Art. 19.1.

C.4 All apprentices who have passed the journey level exam and satisfactorily completed the requirements for the Apprentice Program shall be granted journey level classification and status. Classification seniority for bidding purposes shall begin one (1) calendar year before the day the apprentice completes their apprenticeship. This Section does not guarantee any employment right beyond that of any other employee in the Bargaining Unit.

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

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

C.5 Employees entering the apprenticeship (or pre-apprenticeship) from a regular City position in the electrical trades, or a IBEW, Local 77 represented position, shall enter that apprenticeship (or pre-apprenticeship) at the closest next higher pay step to the step currently being paid. Such step placement shall not result in a loss of pay unless the step the employee received prior to entering the apprenticeship exceeds the journey level pay of that appropriate journey level classification. In any case, the maximum pay for an apprentice shall not exceed the journey level pay of that classification. Those persons starting at other than the first period rate shall remain at their entry rate (other than cost of living increases) until such time as their progress through the apprenticeship will result in a wage increase.

October 21, 2025

MEMORANDUM

To: Seattle City Council
From: Amanda Allen, Analyst
Subject: Council Bill 121088 – Collective Bargaining Agreement for Local 77, Electrical Workers

On October 28, 2025, the City Council will discuss and possibly vote on [Council Bill \(CB\) 121088](#) which authorizes the collective bargaining agreement (CBA) between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 (Seattle Department of Transportation/SDOT), effective from January 23, 2023, through January 22, 2028.

Overview of Key Points Regarding CB 121088:

- Implements a retroactive five-year agreement on wages, benefits, hours, and other working conditions
- The total number of employees affected: 27 FTE
- Incremental appropriation for 2026 is anticipated at \$1.3M as part of a 2026 mid-year supplemental
- SDOT will absorb within their existing budget retroactive payments of \$1.9M for 2023, 2024, and 2025, which will be paid by 17 different funds. The retro payments will mainly be covered by the Move Seattle Fund, the Transportation Fund and the General Fund.
- Wage Increases are as follows: 2023: 5%, 2024: 4.5%, conversion to salary steps in 2025 which has an average impact of 8% growth, 2026: 2.7%; and 2027: +1% on base, plus the market rate CPI-W (with a minimum of 1.5% percent and maximum of 3%).
- Increase of the annual boot allowance from \$313.00 to \$325.00 (retroactive to 2023).
- Enhances the vacation accrual rates in alignment with recent coalition agreements.
- Provides new working rules and premium structures related to emergency callouts, and working rules for apprentices.

cc: Ben Noble, Director
Lish Whitson, Lead Analyst