



# CITY OF SEATTLE

## City Council

### Agenda

**Tuesday, June 17, 2025**

**2:00 PM**

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

**Sara Nelson, Council President  
Joy Hollingsworth, Member  
Robert Kettle, Member  
Cathy Moore, Member  
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](mailto:Sara.Nelson@seattle.gov)**

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**Council Chamber Listen Line: 206-684-8566**

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# CITY OF SEATTLE

## City Council Agenda

**June 17, 2025 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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

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

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

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

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

Submit written comments to all Councilmembers prior to 10 a.m. on the day of the meeting at [Council@seattle.gov](mailto:Council@seattle.gov) or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

### **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 484](#)

June 17, 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 522](#) May 27, 2025

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

2. [Min 523](#) June 3, 2025

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

**Bills:**

3. [CB 121004](#) AN ORDINANCE appropriating money to pay certain claims for the week of June 2, 2025, through June 6, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

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

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

4. [Appt 03168](#) Appointment of Ed King as member, Seattle Arts Commission, for a term to December 31, 2025.

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

**In Favor: 4 - Rinck, Saka, Solomon, Strauss**

**Opposed: None**

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

5. [Appt 03169](#) Appointment of Kate Nagle-Caraluzzo as member, Seattle Arts Commission, for a term to December 31, 2026.

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

**In Favor: 4 - Rinck, Saka, Solomon, Strauss**

**Opposed: None**

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

6. [Appt 03170](#) Reappointment of Vanessa C. Villalobos as member, Seattle Arts Commission, for a term to December 31, 2026.

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

**In Favor: 4 - Rinck, Saka, Solomon, Strauss**

**Opposed: None**

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

**H. COMMITTEE REPORTS**

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

**CITY COUNCIL:**



1.     [CB 121001](#)     AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.

**Attachments:**   [Att 1 – Agreement By and Between The City of Seattle and Local 79](#)

**Supporting**

**Documents:**   [Summary and Fiscal Note](#)  
                      [Summary Att 1 - Bill Draft Agreement By and Between The City of Seattle and Local 79](#)

**SELECT COMMITTEE ON FAMILIES, EDUCATION, PRESCHOOL, AND PROMISE LEVY:**

2.     [CB 120981](#)     AN ORDINANCE relating to regular property taxes; requesting that a special election be held concurrent with the November 4, 2025 general election for submission to the qualified electors of the City, a proposition to lift the limit on regular property taxes under chapter 84.55 RCW and to authorize the City to levy additional taxes for up to six years for the purpose of providing education support services designed to improve access to early learning, including childcare and preschool; academic, health, and safety supports for K-12 students; and college and career pathways for Seattle students; applying the exemption for low income seniors, disabled veterans, and others authorized by RCW 84.36.381; authorizing a creation of a designated fund; directing the application of levy proceeds; establishing eligibility requirements for partners; establishing accountability and reporting structures; requiring a forthcoming Implementation and Evaluation Plan; proposing a ballot title; authorizing the implementation of agreements for this levy lid lift which will be commonly known as the Families, Education, Preschool, and Promise Levy; and ratifying and confirming certain prior acts.

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

**In Favor: 8 - Rivera, Rinck, Hollingsworth, Kettle, Moore, Nelson, Saka, Strauss**

**Opposed: None**

**Supporting Documents:**

[Summary and Fiscal Note v2](#)

[Summary Att 1 - FEPP Levy Projected Expenditures and Revenues v2](#)

[Summary Att 2 - Levy Rate and Annual Cost to Homeowner v2](#)

[Amendment A](#)

**HOUSING AND HUMAN SERVICES COMMITTEE:**

3. [CB 121000](#) AN ORDINANCE relating to prohibiting algorithmic rent fixing; and adding a new Chapter 7.34 to the Seattle Municipal Code.
- The Committee recommends that City Council pass as amended the Council Bill (CB).**
- In Favor: 4 - Moore, Rinck, Saka, Solomon**
- Opposed: None**

**Supporting Documents:** [Summary and Fiscal Note v2](#)  
[Amendment A](#)  
[Amendment B](#)

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

4. [CB 120997](#) AN ORDINANCE relating to current use taxation; approving an application for current use taxation of property located at 9666 51st Avenue South under the King County Public Benefit Rating System.
- The Committee recommends that City Council pass the Council Bill (CB).**
- In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss**
- Opposed: None**

**Attachments:** [Att 1 – King County Department of Natural Resources and Parks Report on Application E24CT009S](#)

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

**PUBLIC SAFETY COMMITTEE:**

5.     [CB 120996](#)     AN ORDINANCE relating to emergency medical services; authorizing execution, pursuant to the Interlocal Cooperation Act, of an agreement with King County regarding the imposition and allocation of property tax revenues generated by a six-year, voter-approved King County-wide tax levy for emergency medical services; approving the submittal by King County of a proposition to the voters seeking authority to levy those additional taxes; and ratifying and confirming certain prior acts.

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

**In Favor: 3 - Kettle, Hollingsworth, Moore**

**Opposed: None**

**Absent(NV): 1 - Nelson**

**Attachments:**   [Att 1 - 2026-2031 EMS Levy ILA between KC and Seattle](#)  
[Att 1 Ex 1 - EMS Levy Overview – Proposed Financial Plan \(KC March 2025 Forecast\)](#)

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

6.     [CB 120994](#)     AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2025 updated surveillance impact report and 2025 executive overview for the Seattle Police Department's use of Tracking Devices; and ratifying and confirming certain prior acts.

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

**In Favor: 3 - Kettle, Hollingsworth, Moore**

**Opposed: None**

**Absent(NV): 1 - Nelson**

**Attachments:**   [Att 1 - 2025 Surveillance Impact Report Tracking Devices](#)  
[Att 2 - 2025 Surveillance Impact Report Executive Overview Tracking Devices](#)

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

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

7.     [CB 120986](#)     AN ORDINANCE relating to the City Light Department; authorizing the execution of an indefeasible right of use fiber sharing agreement with Ziply Fiber Pacific, LLC for an effective period of up to two 15-year terms.

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

**In Favor: 3 - Rinck, Solomon, Strauss**

**Opposed: None**

**Abstain: 1 - Saka**

**Attachments:**   [Att A - Indefeasible Right of Use Agreement Between Ziply Fiber Pacific, LLC and Seattle City Light](#)

**Supporting**

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

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



## Legislation Text

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**File #:** IRC 484, **Version:** 1

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June 17, 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
<b><u>By: Strauss</u></b>		
1. <a href="#">CB 121004</a>	AN ORDINANCE appropriating money to pay certain claims for the week of June 2, 2025, through June 6, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Strauss</u></b>		
2. <a href="#">Appt 03178</a>	Appointment of Laura E. Nicholson as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2027.	Finance, Native Communities, and Tribal Governments Committee
<b><u>By: Strauss</u></b>		
3. <a href="#">Appt 03179</a>	Appointment of Angie S. Wood as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2027.	Finance, Native Communities, and Tribal Governments Committee
<b><u>By: Strauss</u></b>		
4. <a href="#">Appt 03180</a>	Reappointment of Bilan Aden as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2027.	Finance, Native Communities, and Tribal Governments Committee
<b><u>By: Strauss</u></b>		
5. <a href="#">Appt 03181</a>	Reappointment of Barbara Baquero as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2027.	Finance, Native Communities, and Tribal Governments Committee
<b><u>By: Strauss</u></b>		
6. <a href="#">Appt 03182</a>	Appointment of Nurhaliza Mohamath as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2027.	Finance, Native Communities, and Tribal Governments Committee

**By: Strauss**

- |                               |  |   |
|-------------------------------|--|---|
| 7. <a href="#">Appt 03183</a> | Reappointment of Tanika Thompson Bird as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2027. | Finance, Native Communities, and Tribal Governments Committee |
|-------------------------------|--|---|

**By: Strauss**

- |                               |   |   |
|-------------------------------|---|---|
| 8. <a href="#">Appt 03184</a> | Appointment of Joey Lu as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2029. | Finance, Native Communities, and Tribal Governments Committee |
|-------------------------------|---|---|

**By: Strauss**

- |                               |   |   |
|-------------------------------|---|---|
| 9. <a href="#">Appt 03185</a> | Appointment of Yamila Sterling-Baker as member, Sweetened Beverage Tax Community Advisory Board, for a term to August 31, 2029. | Finance, Native Communities, and Tribal Governments Committee |
|-------------------------------|---|---|

**By: Strauss**

- |                                |  |   |
|--------------------------------|--|---|
| 10. <a href="#">Appt 03189</a> | Appointment of Dan Eder as Director, City Budget Office, for a term to July 1, 2029. | Finance, Native Communities, and Tribal Governments Committee |
|--------------------------------|--|---|

**By: Solomon**

- |                                |  |                    |
|--------------------------------|--|--------------------|
| 11. <a href="#">Appt 03186</a> | Appointment of Rebecca Brunn as member, Seattle Planning Commission, for a term to April 15, 2028. | Land Use Committee |
|--------------------------------|--|--------------------|

**By: Solomon**

- |                                |  |                    |
|--------------------------------|--|--------------------|
| 12. <a href="#">Appt 03187</a> | Reappointment of McCaela Daffern as member, Seattle Planning Commission, for a term to April 15, 2028. | Land Use Committee |
|--------------------------------|--|--------------------|

**By: Solomon**

- |                                |   |                    |
|--------------------------------|---|--------------------|
| 13. <a href="#">Appt 03188</a> | Appointment of Julia Jannon-Shields as member, Seattle Planning Commission, for a term to April 15, 2028. | Land Use Committee |
|--------------------------------|---|--------------------|

**By: Hollingsworth**

- |                               |   |   |
|-------------------------------|---|---|
| 14. <a href="#">CB 121005</a> | AN ORDINANCE relating to land use and zoning; updating and clarifying requirements for solid waste storage, staging areas, and access for residential, commercial, and industrial development; adding new requirements for Neighborhood Residential and industrial zones; updating provisions for alternative arrangements to meet requirements; and amending Sections 23.49.025, | Parks, Public Utilities, and Technology Committee |
|-------------------------------|---|---|



23.54.040, and 23.84A.036 of the Seattle Municipal Code.

**By: Kettle**

15. [CB 121006](#)

AN ORDINANCE relating to chronic nuisance properties; allowing, under certain circumstances, an off-property nuisance activity to count toward determining that a property is a chronic nuisance; amending Sections 10.09.010 and 10.09.030 of the Seattle Municipal Code.

Public Safety  
Committee



## Legislation Text

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**File #:** Min 522, **Version:** 1

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May 27, 2025

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, May 27, 2025

2:00 PM

**Council Chamber, City Hall**

**600 4th Avenue**

**Seattle, WA 98104**

### **City Council**

*Sara Nelson, Council President*

*Joy Hollingsworth, Member*

*Robert Kettle, Member*

*Cathy Moore, Member*

*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](mailto: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 May 27, 2025, pursuant to the provisions of the City Charter. The meeting was called to order at 2:05 p.m., with Council President Nelson presiding.

**B. ROLL CALL**

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

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Travis Pardo  
Jared Houston  
Mia Ebdy  
Jason Thiel  
Oscar Haney  
Alex Olson  
Sydney Hammer  
Gabriel Jones  
Justin Bare  
Robyn Balcom  
Howard Gale  
Kylie Auld  
Kathryn Dawson  
Johnny Townsend  
Eleanor Steinhagen  
Alberto Alvarez  
Emma Hunt  
Inye Wokoma  
Elayne Wylie  
Andrew Ashiofu  
Steve Kreidler  
Paul Glumaz  
Reo Tsachiya  
Calvin Priest  
Kshama Sawant  
Brandon Ang  
Superliv Morgan  
Al Licata  
Evelyn Kestrel  
Marilyn Flynn  
Kate Rubin  
Paloma V.  
Katie Jendrey  
Sara Moore  
David Haines  
Ava  
Madison Carstens  
Cyra Wirth  
Victoria Palmer  
Gwendolyn Hart  
Rick Harrison

Summer Miller  
Geoff Kroll

Without objection, the City Council meeting recessed from 3:10 p.m. until 3:20 p.m.

At 3:23 p.m., the May 27, 2025, City Council meeting came back to order.

**Present:** 7 - Kettle, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

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

*Councilmember Hollingsworth joined the meeting at 3:24 p.m.*

Motion was made and duly seconded to extend the public comment period.  
The Motion failed by the following vote:

In favor: 4 - Hollingsworth, Rinck, Solomon, Strauss  
Opposed: 4 - Kettle, Nelson, Rivera, Saka

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

[IRC 481](#)

**May 27, 2025**

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

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

**Opposed:** None

#### **F. APPROVAL OF THE AGENDA**

*Councilmember Moore joined the meeting at 3:27 p.m.*

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.

**Bills:**

1.     [CB 120983](#)   **AN ORDINANCE appropriating money to pay certain claims for the week of May 5, 2025, through May 9, 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:** 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

**Opposed:** None

2.     [CB 120987](#)   **AN ORDINANCE appropriating money to pay certain claims for the week of May 12, 2025, through May 16, 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:** 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

**Opposed:** None

**Appointments:****CITY COUNCIL:**

3.     [Appt 03160](#)   **Appointment of Girard Montejo-Thompson as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2026.**

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

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

**Opposed:** None

4. [Appt 03161](#) **Appointment of Lakeya Afolalu as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2026.**

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

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

**Opposed:** None

5. [Appt 03162](#) **Reappointment of Donald T. Felder as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2026.**

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

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

**Opposed:** None

6. [Appt 03163](#) **Reappointment of Manuela Slye as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2026.**

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

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

**Opposed:** None

7. [Appt 03164](#) **Appointment of Tom Graff as member, Pike Place Market Historical Commission, for a term to December 1, 2027.**

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

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

**Opposed:** None



8. [Appt 03165](#) **Appointment of Augustine K. Rietsema as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.**

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

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

**Opposed:** None

9. [Appt 03166](#) **Appointment of Monica Houston as member, Pioneer Square Preservation Board, for a term to August 31, 2025.**

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

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

**Opposed:** None

**TRANSPORTATION COMMITTEE:**

10. [Appt 03149](#) **Appointment of Leonard Harrison Jerome as member, Transportation Levy Oversight Committee, for a term to August 31, 2025.**

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

**In Favor:** 4 - Saka, Kettle, Rinck, Strauss

**Opposed:** None

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

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

**Opposed:** None

11. [Appt 03150](#) **Appointment of Jack Brand as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

12. [Appt 03151](#) **Appointment of Alex Hudson as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

13. [Appt 03152](#) **Appointment of Chase Kitchen as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

14. [Appt 03153](#) **Appointment of Steven C. Pumphrey as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

15. [Appt 03154](#) **Appointment of Kaid Ni Ray-Tipton as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

16. [Appt 03155](#) **Appointment of Nafiso D. Samatar as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

17. [Appt 03156](#) **Appointment of Tyler J. Vasquez as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

18. [Appt 03157](#) **Appointment of Jack Edson Whisner as member, Transportation Levy Oversight Committee, for a term to December 31, 2028.**

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

**In Favor: 4 - Saka, Kettle, Rinck, Strauss**

**Opposed: None**

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

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

**Opposed: None**

## **H. COMMITTEE REPORTS**

### **SELECT COMMITTEE ON THE COMPREHENSIVE PLAN:**

1. [CB 120969](#) **AN ORDINANCE relating to land use and zoning; implementing interim controls to comply with various state laws; establishing findings and adopting a workplan for permanent legislation; amending Sections 23.22.062, 23.24.045, 23.34.011, 23.44.006, 23.44.010, 23.44.011, 23.44.012, 23.44.014, 23.44.016, 23.44.017, 23.44.044, 23.45.512, 23.45.514, 23.45.518, 23.45.522, 23.45.527, 23.45.529, 23.53.006, 23.53.025, 23.54.015, 23.54.020, 23.54.030, 23.84A.010, 23.84A.025, 23.84A.036, and 25.09.240 of the Seattle Municipal Code.**

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

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

**Opposed: None**

**ACTION 1:**

Motion was made by Councilmember Rivera and duly seconded to amend Attachment 1 to Council Bill 120969 as shown in the underlined and strike-through language below:

\* \* \*

8. Supporting a diversity of housing options near public amenities, goods, and services; ~~and~~

9. Considering the modification of off-street parking requirements to support City goals for neighborhoods accessible by pedestrians, people with disabilities, bicyclists, transit users, and others who do not drive; and

10. Clarifying that the scope of provisions for NR zones do not preclude regulation of cladding materials for qualifying historic districts and landmarks pursuant to HB 5571.

**ACTION 2:**

Motion was made by Councilmember Rinck, duly seconded and carried, to amend Amendment A as shown in the underlined and strike-through language below:

\* \* \*

10. Clarifying that the scope of provisions for NR zones do not preclude regulation of cladding materials for qualifying historic districts and landmarks pursuant to ~~HB~~ SB 5571.

**ACTION 3:**

The Motion in Action 1 was restated as amended, and carried by the following vote:

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

**Opposed:** None

**SELECT COMMITTEE ON FEDERAL ADMINISTRATION AND POLICY CHANGES:**

2. [Res 32168](#) **A RESOLUTION reaffirming The City of Seattle as a Welcoming City; and committing to maintaining policies that support all Seattle residents regardless of ancestry, race, ethnicity, national origin, color, age, sex, sexual orientation, gender identity, marital status, physical or mental disability, religion, or immigration status.**

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

**In Favor:** 5 - Rinck, Hollingsworth, Kettle, Solomon, Strauss

**Opposed:** None

**The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):**

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Nelson, 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**

Councilmember Solomon presented a Proclamation for signature recognizing 2025 as Wing Luke Year. The following Councilmembers affixed their signature to the Proclamation:

9 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

**L. EXECUTIVE SESSION\***

An Executive Session was not held.

**M. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 4:12 p.m.

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**Phillip Wood-Smith, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on June 17, 2025.**

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



## Legislation Text

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**File #:** Min 523, **Version:** 1

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June 3, 2025



# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, June 3, 2025

2:00 PM

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

### City Council

*Sara Nelson, Council President*

*Joy Hollingsworth, Member*

*Robert Kettle, Member*

*Cathy Moore, Member*

*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](mailto:Sara.Nelson@seattle.gov)

**A. CALL TO ORDER**

The City Council of the City of Seattle met in the Council Chamber in Seattle, Washington, on June 3, 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:** 8 - Hollingsworth, Kettle, Moore, Nelson, Rivera, Saka, Solomon, Strauss

**Late Arrival:** 1 - Rinck

**C. PRESENTATIONS**

Councilmember Solomon presented a proclamation proclaiming 2025 to be Wing Luke Year in Seattle. By unanimous consent, the Council Rules were suspended to allow Councilmember Solomon to present the proclamation, and to allow Kamahanahokulani Farrar, Interim Director of the Wing Luke Museum, to address the Council.

*Councilmember Rinck entered the Council Chamber at 2:07 p.m*

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Kshama Sawant  
Tanya Woo  
Dawn Mason  
Elinore Bucholtz  
Diana Prigger  
John Scholes  
Jim Kinch  
Karen Kinch  
Gwendolyn Hart  
Paul Glumaz  
Calvin Priest  
Erin Smith  
Summer Miller  
Howard Gale  
Kyle Auld  
David Haines  
Cynthia Spies  
Alberto Alvarez  
Jim Buchanan  
Stefan Moritz  
Gabriel Jones  
Jackie Kirn  
Kate Rubin  
Bennett Haselton  
Jason Thiel  
Ellen Sollid  
Paula Rees  
Lauren Lundberg  
Alex Tsimerman

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

[IRC 482](#)

**June 3, 2025**

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

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

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

By unanimous consent, the City Council Agenda was adopted.

**G. APPROVAL OF CONSENT CALENDAR**

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

**Journal:****1.     [Min 520](#)           May 13, 2025**

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

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

**Opposed:** None

**2.     [Min 521](#)           May 20, 2025**

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

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

**Opposed:** None

**Bills:****3.     [CB 120991](#)   **AN ORDINANCE appropriating money to pay certain claims for the week of May 19, 2025, through May 23, 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:** 9 - Hollingsworth, Kettle, Moore, Nelson, Rinck,  
Rivera, Saka, Solomon, Strauss

**Opposed: None**

## **H. COMMITTEE REPORTS**

### **CITY COUNCIL:**

1. [CF 314465](#) **Full unit lot subdivision of Modern Homes, LLC, to subdivide one development site into 14 unit lots at 901 NW 57th St. (Project No. 3035509-LU; Type III).**

Motion was made by Council President Nelson and duly seconded to file Clerk File CF 314465.

**The Motion carried, and the Clerk File (CF) was filed by the following vote:**

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

**Opposed: None**

2. [CB 120990](#) **AN ORDINANCE approving and confirming the plat of “Ballard Corner Townhouses” in the portions of Southeast Quarter of Northwest Quarter of Section 12, Township 25 North, Range 3 East, W.M. in King County, Washington.**

Motion was made by Council President Nelson and duly seconded to pass Council Bill 120990.

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

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

**Opposed: None**

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

3. [Res 32170](#) **A RESOLUTION granting conceptual approval to the Downtown Seattle Association to install, maintain, and operate interactive media kiosks in public places located in the Metropolitan Improvement District and in participating Business Improvement Areas.**

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

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

**Opposed: None**

**ACTION 1:**

Motion was made by Councilmember Strauss and duly seconded to amend Resolution 32170, by amending Section 2, as shown in the underlined and strike through language below:

Section 2. As conditions for obtaining permission to construct the Kiosks, the DSA and Vendor shall:

(1) Provide engineering and utility plans for additional review and permitting by the Seattle Department of Transportation ("SDOT") that the Director will circulate to other City departments and any public and private utilities affected by the installation of the Kiosks;

(2) Provide a surety bond, covenant agreement, and public liability insurance naming the City as an additional insured or self-insurance, as approved by the City's Risk Manager;

(3) Pay all City permit and review fees;

(4) Obtain all other necessary permits;

(5) Maintain and inspect the Kiosks; ~~and~~

(6) Remove the Kiosks and restore the right-of-way in as good condition for public use as existed prior to construction of the Kiosks and in at least as good condition in all respects as the abutting portions of the public place as required by SDOT right-of-way restoration standards upon expiration of the term permit, or at the direction of the Director or City Council in accordance with the provisions of the term permit ordinance; ~~and-~~

(7) Not deploy cameras or video image capture equipment  
on Kiosks.

The motion failed by the following vote:

In favor: 4 - Hollingsworth, Rinck, Saka, Strauss

Opposed: 5 - Kettle, Moore, Nelson, Rivera, Solomon

ACTION 2:

Motion was made by Councilmember Strauss and duly seconded to amend Resolution 32170, by amending Section 3, as shown in the underlined language below:

Section 3. After this resolution is adopted, SDOT will present to the Council a draft term permit ordinance identifying the conditions under which permission may be granted for the use of the right-of-way for the Kiosks. Permission to use the right-of-way is subject to the Council's decision to approve, deny, or modify the draft term permit ordinance presented by the Director. The draft term permit ordinance shall be for a single 17-year term with no renewable term.

The motion failed by the following vote:

In favor: 2 - Rinck, Strauss

Opposed: 7 - Hollingsworth Saka, Kettle, Moore, Nelson, Rivera, Solomon

ACTION 3:

Motion was made by Councilmember Hollingsworth and duly seconded, to amend Resolution 32170, by adding a new Section 3, as shown in the underlined language below, and renumbering the remaining sections accordingly:

Section 3. The City Council anticipates that proposed appropriations for revenues to the City agreed upon under the anticipated Memorandum of Understanding between the City and the DSA will support activation and improvements in neighborhood business areas

citywide.

The motion passed by the following vote:

In favor: 8 - Hollingsworth, Moore, Nelson, Rinck, Rivera, Saka, Solomon, Strauss

Opposed: 1 - Kettle

**The Resolution (Res) was adopted as amended by the following vote, and the President signed the Resolution (Res):**

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

**Opposed:** 2 - Moore, Rinck

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

4. [CB 120982](#) **AN ORDINANCE relating to the redevelopment and operation of Seattle Public Schools Memorial Stadium at Seattle Center; authorizing the Mayor to execute an interlocal agreement with Seattle School District No. 1 (SPS) for the joint redevelopment of Memorial Stadium and associated improvements benefiting the Seattle Center campus; authorizing the Mayor to execute a development agreement with Memorial Stadium Redevelopment LLC (MSR) providing for joint funding and design and construction of a new Memorial Stadium; authorizing the Seattle Center Director and City Budget Director to negotiate for the Mayor's signature a five-year operating and maintenance agreement with MSR and SPS; and ratifying and confirming certain prior acts.**

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

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

**Opposed:** None

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

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

**Opposed:** None



5. [CB 120966](#) **AN ORDINANCE relating to Seattle Public Utilities; revising, consolidating, and enacting provisions related to system development charges for water, sewer, and drainage infrastructure; adding a new Subtitle VI to Title 21 of the Seattle Municipal Code; adding a new Chapter 21.65 to the subtitle; adding a new Section 21.65.010 to the Seattle Municipal Code; relocating Sections 21.04.105, 21.04.115, and 21.04.125 of the Seattle Municipal Code into the chapter and further amending the sections; and amending Section 21.04.465 of the Seattle Municipal Code.**

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

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

Opposed: None

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

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

Opposed: None

6. [CB 120967](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to develop municipal assessment reimbursement area authority, in accordance with chapter 35.91 of the Revised Code of Washington; adding a new Subtitle VI to Title 21 of the Seattle Municipal Code; renumbering Chapter 21.80 of the Seattle Municipal Code to Chapter 21.63; relocating the chapter into Subtitle VI of Title 21; and further amending the chapter.**

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

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

Opposed: None

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

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

Opposed: None

7. [CB 120968](#) **AN ORDINANCE** amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program; changing appropriations to Seattle Public Utilities and its budget control levels, and from various funds in the Budget; and creating positions; all by a 3/4 vote of the City Council.

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

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

Opposed: None

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

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

Opposed: None

8. [Res 32171](#) **A RESOLUTION** authorizing commencement of cable franchise contract renewal proceedings in accordance with the provisions of 47 U.S.C. Section 546 and written request from WaveDivision I, LLC.

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

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

Opposed: None

The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

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

Opposed: None

**PUBLIC SAFETY COMMITTEE:**

9.     [CB 120977](#)    **AN ORDINANCE relating to oversight of the police; revising the process for investigating complaints naming the Chief of Police; adding new Sections 3.29.515 and 3.29.590 to the Seattle Municipal Code; and amending Sections 3.29.510, 3.29.520, 3.29.530, 3.29.560, and 3.29.570 of the Seattle Municipal Code.**

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

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

**Opposed: None**

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

**In Favor: 9 - Hollingsworth, Kettle, Moore, Nelson, 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. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 4:15 p.m.

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Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on June 17, 2025.

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Sara Nelson, Council President of the City Council



## Legislation Text

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**File #:** CB 121004, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE appropriating money to pay certain claims for the week of June 2, 2025, through June 6, 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 \$17,778,485.34 on PeopleSoft 9.2 mechanical warrants numbered 4100927391 - 4100929302 plus manual or cancellation issues for claims, e-payables of \$106,017.27 on PeopleSoft 9.2 9100015417 - 9100015432, and electronic financial transactions (EFT) in the amount of \$65,481,598.32 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$68,012,107.04 on City General Salary Fund mechanical warrants numbered 10411226 - 10411652 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1008796 representing Gross Payrolls for payroll ending date June 3, 2025, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council June 12, 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 17th of June, 2025, and signed by me in open session in authentication of its passage this 17th of June, 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**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of City Finance	Julie Johnson	Lorine Cheung

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE appropriating money to pay certain claims for the week of June 2, 2025, through June 6, 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

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**File #:** Appt 03168, **Version:** 1

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Appointment of Ed King as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Ed King</i>		
<b>Board/Commission Name:</b> <i>Seattle Arts Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> <i>1/1/2024</i> <b>to</b> <i>12/31/2025</i>  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Skyway</i>	<b>Zip Code:</b> <i>98178</i>	<b>Contact Phone No.:</b> <div style="background-color: black; width: 100px; height: 1.2em;"></div>
<b>Background:</b> <i>Ed King, new to Seattle, is thrilled to be the Executive Director of Pottery Northwest. As a former award-winning visual artist, art director, marketing manager, and arts administrator from Miami, Florida, he began his career in ad agencies honing his skills as a designer and art director of various campaigns focused on political, corporate, and healthcare communication. He later worked as an arts administrator for ArtServe in Fort Lauderdale and as the Chief Operating Officer of Creative Pinellas in St. Petersburg. Ed is passionate about non-profit arts leadership and fiercely advocates for the financial vitality of working and teaching artists, which he considers the foundation of a healthy creative economy. His work is focused on creating opportunities for inclusivity and diversity. Ed is energetic about leveraging the immense power of the arts as a catalyst for transformative personal growth, community building, and social change.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> <i>5/5/25</i>		<b>Appointing Signatory:</b> <i>Alexis Mercedes Rinck</i> <i>Council Member, Seattle City Council</i>

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

# ED KING

I believe in the transformative power of the arts to create jobs, boost economic vitality, and inspire + uplift the lives of people everywhere. I am a highly passionate and capable executive leader and arts with over 26 years of award-winning experience in the arts. I'm organized with a talent for creative thinking, team leadership, negotiation, and a strong entrepreneurial spirit. Collaboration is my favorite word and I pride myself on strong staff, board, and community relationships. I demonstrate success by the numbers with in-depth reports and insightful analysis.

## ARTS ADMINISTRATION

---

### POTTERY NORTHWEST

Executive Director  
June 2022 – Present

- Oversee all aspects of the organization
- Manage Staff, board members, and committees
- Develop community partnerships and collaborations
- Fundraising, donor cultivation, and stewardship
- Mission and values focused executive leadership
- Educational initiatives, partnerships, and engagements
- Maintain disciplined fiscal stewardship of the budget
- Liaise with co-workers, project leads, and stakeholders concerning key deliverables for ongoing projects
- Review and approve all marketing and social media
- Create reports of organization activity highlighting key metrics with charts, narrative, and forecasts
- Cultivate new streams of earned and contributed revenue through new programs and initiatives

### ARTSERVE

Marketing Manager | Arts Administrator  
Cooperative Marketing Program Manager  
December 2014 – April 2021

- Managed all aspects of public facing communication including overseeing the designer, ad agency, PR firm — while also deploying social media, and email campaigns.
- Principal negotiator and team leader on art based projects for the The City of Hallandale Beach, Pride Center, The City of Pembroke Pines, Bonnet House Museum & Gardens, and the AC Hotel Sawgrass.
- Managed all aspects of Broward County Cultural Division's Cooperative Marketing Program including 2.3 million dollars of public funds and the creation of CMP AD PRO online ad ordering system.

### CREATIVE PINELLAS

Chief Operating Officer  
May 2021 – April 2022

- Manage marketing director and office manager, conduct hiring interviews, and manage contractors.
- Liaise with co-workers, project leads, and stakeholders concerning key deliverables for ongoing projects.
- Review, revise, and approve all marketing material.
- Create reports of organization activity highlighting key metrics with charts, narrative, and forecasts.
- Review, code, and approve invoices for payment.
- Manage all aspects of the Professional Artist Grant and the Emerging Artist Grant.
- Project Lead on Arts Annual yearly fundraiser and the associated Beyond The Walls art film project.
- Manage exhibition related events including marketing, planning, concessions, staffing, and guest relations.
- Implemented digital tracking dashboard to capture, report, and chart visitor frequency and demographics.

### ED KING POP ART

Creative Director + Artist  
Owner + Operations Manager  
March 2006 – February 2016

- Managed all aspects of the art studio, online gallery, sales/business development, marketing, inventory, shipping, art tour scheduling, and public engagements.
- Managed deliverables of two part-time employees.
- Implemented marketing + philanthropic campaigns which enhanced public profile and increased art sales.
- Named by Miami Art Zine as one of the top five pop artists in Miami. Featured in press as one of the most creative minds in South Florida.

# Seattle Arts Commission

**16** Members: Pursuant to *Ordinance 121006*, all members subject to City Council confirmation, **2**-year terms (Get-Engaged member serves a 1-year term pursuant to SMC 3.51):

- **7** City Council-appointed
- **8** Mayor-appointed including Get-Engaged
- **1** Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	2	1.	At-Large	Ed King	01/01/24	12/31/25	1	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1	City Council
3	F	1	3.	At-Large	Vanessa C. Villalobos	01/01/25	12/31/26	2	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1	City Council
6	F	5	7.	At-Large	Kate Nagle-Caraluzzo	01/01/25	12/31/26	1	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1	Commission
3	F	5	9.	At-Large	Leslie Ann Anderson	01/01/24	12/31/25	2	Mayor
9	F	1	10	At-Large	Avery Barnes	01/01/24	12/31/25	1	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O'Higgins	01/01/24	12/31/25	1	Mayor
9	O	7	15.	At-Large	Jo Mikesell	01/01/25	12/31/26	1	Mayor
1	F	N/A	16.	Get-Engaged	Carmen Pan	09/01/24	08/31/25	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	6		1	2	1	1			2			2
Council	2	5				1	3			3			
Other		1						1					
Total	3	12		1	2	2	4	1		5			2

## Key:

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

**\*\*G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary **O**= Other **U**= Unknown

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

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



## Legislation Text

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**File #:** Appt 03169, **Version:** 1


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Appointment of Kate Nagle-Caraluzzo as member, Seattle Arts Commission, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Kate Nagle-Caraluzzo</i>		
<b>Board/Commission Name:</b> <i>Seattle Arts Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> <i>1/1/2025</i> <b>to</b> <i>12/31/2026</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Lickon Springs</i>	<b>Zip Code:</b> <i>98103</i>	<b>Contact Phone No.:</b> <div style="background-color: black; width: 100px; height: 1.2em;"></div>
<b>Background:</b> <i>Kate Nagle-Caraluzzo is the Executive Director of Town Hall Seattle, where she leads strategic initiatives to expand access to arts and culture across the city. With over seven years at Town Hall Seattle, including six as Director of Development, Kate has been instrumental in fundraising, strategic planning, and community partnerships. A Seattle resident for over ten years, she is a Leadership Tomorrow graduate, holds a Nonprofit Management Certificate from UW, and was recognized as a Puget Sound Business Journal 40 Under 40 honoree in 2025 for her impact in the nonprofit sector. Kate also serves on the Rainier Valley Food Bank Capital Campaign Steering Committee, and is a founding member of the Seattle Chapter of the Chamber of Connection, which focuses on supporting individuals experiencing loneliness.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> <i>5/5/25</i>		<b>Appointing Signatory:</b> <i>Alexis Mercedes Rinck</i> <i>Council Member, Seattle City Council</i>

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

**NONPROFIT ARTS LEADER.** Dynamic nonprofit executive with diverse experience in leading strategic initiatives. Proven ability to move seamlessly from vision and strategy to implementation. Skilled in building partnerships, driving fundraising efforts, and managing teams to achieve organizational goals.

Key strengths include: ◊ Strategic Planning & Implementation ◊ Donor Stewardship & Recognition  
◊ Relationship Building ◊ Staff Development & Retention ◊

## RELEVANT EXPERIENCE

**Town Hall Seattle, Seattle, WA, January 2018 – August 2023**

*Town Hall fosters an engaged community through civic, arts, and educational programs that reflect - and inspire - our region's best impulses: creativity, empathy, and the belief that we all deserve a voice.*

**Executive Director, February 2024 – current**

- Spearheaded organizational strategy, overseeing a \$4 million annual operating budget and driving initiatives that expanded programming to engage over 100,000 patrons annually
- Enhanced community access to arts and cultural programming, fostering connections with nearly 100 regional partners through affordable rentals, production support, and collaborative marketing efforts
- Guided Town Hall through a pivotal leadership transition and strategic planning process, aligning mission-driven goals with long-term sustainability
- Curated diverse event offerings, including 350+ annual events spanning civics, science, and the arts, with a mix of Town Hall-produced programming and rental partner collaborations
- Advanced fundraising strategies, including a debt-retirement campaign and cultivating donor relationships to secure over \$200,000 in new programming funds
- Managed a multidisciplinary staff, fostering a culture of collaboration, adaptability, and innovation during a period of organizational transition
- Championed initiatives to broaden accessibility, including the development of new ticketing models and programs for underserved communities

**Director of Advancement, January 2021 – January 2024**

- Oversaw key functions for day-to-day operations of the development and marketing departments (oversight of eight staff members)
- Managed annual contributed income budget of \$2.2 million, tracked monthly revenue and expenses while working with finance team to ensure positive cash flow
- Developed annual strategic fundraising plan for development and marketing team with annual budget planning
- Collaborated with development team and board leadership to manage cultivation events for board members, major donors and community partners
- Managed a donor portfolio of 150 (gifts between \$5,000 to six figure gifts) while supporting the Executive Director on donor portfolio executing moves management
- Managed the special events budget, including the annual gala, Talk of the Town, and other stewardship events
- Oversaw institutional voice and messaging across organizational storytelling, and executive director communications to community members
- Staffed and managed the board Development Committee and Governance Committee while supporting Finance Committee with Finance Director

**Director of Development, January 2018 – December 2020**

- Coordinated all phases of strategic and tactical development planning plus execution of major gift cultivation and special events
- Managed a donor portfolio of 100 (gifts between \$1,500 to six figure gifts) and implemented a moves management system across the team and executive leadership
- Created and implemented the Cornerstone Society planned giving program resulting in a group of 50 new donors
- Completed \$35.5 million capital campaign in concert with Executive Director and Capital Campaign Steering Committee securing nearly \$15 million of gifts in the last 12 months
- Organized department structure and ensured full integration of development across the organization



**Tilth Alliance, Seattle, WA, June 2014– October 2017**

*Our mission is to build an ecologically sound, economically viable and socially equitable food system.*

**Operations Director, February 2017 – October 2017**

- Supported development team with grant applications and letters of intent for programs across organization
- Provided Executive Director and Board of Directors with research and support for stakeholder meetings
- Assisted in developing Tilth Alliance's public-facing message in concert with leadership team including Communications Director and Executive Director
- Oversaw payroll processing, financial reporting, invoicing for grants and contracts
- Managed staff onboarding, HR policies, offer letters and new hire paperwork

**Farm & Market Department Director, August 2016 - January 2017**

- Created and maintained relationships and partnerships with statewide stakeholders including corporate sponsors, grantors, funders, and farmers
- Stewarded grant process from brainstorming to submission for five major federal grants
- Managed team of 6 and annual department budget of \$2 million
- Coordinated all aspects of statewide agriculture conference including educational program and event logistics

**Membership Manager, June 2014 – July 2016**

- Provided membership support services for current, new, and potential members including membership promotion and audience development
- Grew membership by 25% in 12 months through renewal and promotions and raised annual conference sponsorships packages sold by 50% for 2014 and 2015 conferences
- Coordinated and lead consumer education activities in partnership with industry members
- Developed and implemented resource-based member information resources in print and online
- Supported with annual conference planning, coordination of annual farm walk series and general framework of organizational mission

**NATIONAL ORGANIC COALITION, Consultant, Pine Bush, NY, August 2012 – May 2014**

*NOC is a national alliance of organizations working to provide a "Washington voice" for farmers, environmentalists, consumers and progressive industry members involved in organic agriculture.*

- Researched policy and advocacy work regarding National Organic Program in preparation for National Organic Standards Board meeting
- Managed and organization constituent database to streamline analytics for advocacy work
- Helped coordinate policy about recent Food Safety Modernization Act (FSMA)

**NORTHEAST ORGANIC FARMING ASSOCIATION OF NEW YORK, INC., Membership & Development Associate, Rochester, NY, February 2011 – August 2012**

*NOFA-NY is an organization of consumers, gardeners, and farmers working together to create a sustainable regional food system which is ecologically sound and economically viable.*

- Coordinated membership drives and promotions and organized individual donor program
- Managed all telephone, mail, and email correspondence regarding membership, donations, Farmer's Pledge, Annual Organic Food Guide listings, and Organic Farm Resource Directory
- Organized registration for 40+ Summer Field Days totaling over 1,000 attendees, Annual Fall Benefit & Fundraiser for over 100 attendees, Organic Dairy & Field Crop Conference for over 150 attendees and Organic Research Symposium & Annual Winter Conference for over 1,250 attendees

## **EDUCATION**

**Master of Arts in Food Studies, concentration in Sustainable Agriculture and Food Markets & Marketing**  
Chatham University, Pittsburgh, PA, May 2014

**Bachelor of Science in Communications, minor in Political Science**  
State University of New York, Brockport, May 2010

# Seattle Arts Commission

**16** Members: Pursuant to *Ordinance 121006*, all members subject to City Council confirmation, **2**-year terms (Get-Engaged member serves a 1-year term pursuant to SMC 3.51):

- **7** City Council-appointed
- **8** Mayor-appointed including Get-Engaged
- **1** Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1	City Council
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6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O'Higgins	01/01/24	12/31/25	1	Mayor
9	O	7	15.	At-Large	Jo Mikesell	01/01/25	12/31/26	1	Mayor
1	F	N/A	16.	Get-Engaged	Carmen Pan	09/01/24	08/31/25	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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Other		1						1					
Total	3	12		1	2	2	4	1		5			2

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

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



## Legislation Text

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**File #:** Appt 03170, **Version:** 1

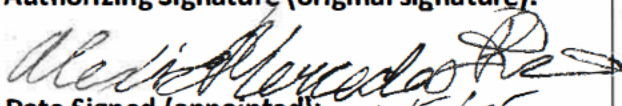
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Reappointment of Vanessa C. Villalobos as member, Seattle Arts Commission, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Vanessa C. Villalobos		
<b>Board/Commission Name:</b> Seattle Arts Commission		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 1/1/2025 to 12/31/2026  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> West Seattle	<b>Zip Code:</b> 98126	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Vanessa C. Villalobos is an experienced and professional choreographer/dancer, arts administrator educator, consultant/coach and founder of Bolorico Dance, since 2009. Originally from Peru, she has produced hundreds of traditional, Latin and contemporary solo and group performances with a range of local, regional, and international companies like The Seventh Principle dance company-New Jersey, ellen stokes shadle/DanceWorks-New York, Cecilia Bracamonte touring ballet-Peru/U.S.A., and worked with director of photography/engineer Richard Reiss to create VANICH Multimedia-New York. Throughout her career, Vanessa has balanced art creation with leadership roles such as achieving the competitive Studio Manager position at the American Ballroom Dance Studio in NY and prior, working as Marketing Director of the contemporary dance studio, Dance Forum-NY. Her training is in Ballroom Theatre Arts, International Latin/Standard, Capoeira, Peruvian folk dance and is a certified instructor in American Rhythm &amp; Smooth ballroom dance. Film credits include Walt Disney's Enchanted and MadHot Ballroom. Her performance, instruction and consulting services empower adult and youth communities to use dance as a leadership tool and healing practice. Ms. Villalobos received dual University of Washington degrees in Theater/Dance, earned a certificate in Economics from the Henry George School of Economics and completed a Masters Degree in Arts Leadership from Seattle University, with a thesis entitled "Philanthropy that is Socially Just: A Racial Wealth Gap Challenge." She was recognized for leadership and advocacy by the Center for the Study of Justice in Society with a scholarship from Independent Sector while at Seattle University. She has influenced arts funding by serving as a grant panelist for the Washington State Arts Commission, 4 Culture and the City of Seattle Office of Arts &amp; Culture. Vanessa is a board member of La Sala, a Latinx multi-disciplinary artist network, has served on the Dance Educators Association of Washington for five years, and is part of the 501 Commons' Executive Service Corps Leadership Council in Seattle.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 5/5/25		<b>Appointing Signatory:</b> Alexis Mercedes Rinck Council Member, Seattle City Council

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

# VANESSA C. VILLALOBOS

## PROFESSIONAL SUMMARY

Experienced program and brand administrator with a motivational community-engagement approach to cultivating business relationships. Adept at leveraging industry research, strategic planning with organizational management to deliver projects on time and within budget.

## SKILLS

- Administrative, Director
- Tech Skills: Skype for Business, Outlook, Microsoft suite (Teams, Word, Excel, Access, PowerPoint), Zoom-conference facilitation/host/presenter, Go To Meeting, Blue Jeans, Outlook, Ariba, Intuit, Salesforce, Basecamp, Blogspot, Constant Contact, Workday and SharePoint
- Financial management-forecasting, budgeting, reporting
- Marketing strategy, content creator
- Public speaker, Virtual Presenter/Facilitator/Host
- Data analysis, reporting
- Relationship-building, fundraising strategy planning
- Product development, Relationship management
- Employee communications
- Leadership
- Teambuilding
- Language proficiency, Spanish, translator
- Consultant, Organizational, Ambassador for small business
- Procurement, solicitation, closing
- Contract negotiation

## EXPERIENCE

### Contractor / Owner

**Balorico LLC - Seattle, WA**

07/2009 - Current

- Founded and managed Arts business, securing repeat clientele yearly, raising revenue by 25% with boutique program, by the end of the second year
- Reduced budgetary expenditures by effectively negotiating contracts for more advantageous terms.
- Financial management includes budget planning, forecasting and reporting.
- Stayed current with dance/arts market trends to capitalize on emerging opportunities. (i.e. artist residencies, procurement services and guest teaching) Sample clients: Seattle Youth Symphony Orchestras, Seattle Amistad School, Seattle Theatre Group, the Lake Washington School District, Pacific NW Ballet, NARAL Pro-Choice and Washington Nonprofits.
- Digital media content creation for all marketing collateral and publicity

### **Administrative Specialist**

**UW Department of Medicine, Assistant to CFO Czarina Francisco and Associate Chair, W. Conrad**

**Liles, MD, PhD - Seattle, WA**

01/2020 – present

- Manage a complex workload independently and effectively prioritizing varied departmental needs connected to various UW Medicine divisions
- Respond to various special project needs with prioritization to deliverables and timelines
- Maintain and develop tracking systems for best use of data on MS Sharepoint, excel and use of Ariba software

### **Training Logistics Coordinator**

**UW Medicine - C.I.S. Education - Seattle, WA**

07/2020 - 10/2020

- Delivered virtual manager fairs by hosting informational presentations to Clinicians, Providers and department Managers across four University network Hospitals, Neighborhood medical clinics and Seattle Cancer Care Alliance satellite clinics
- Assigned over 15,000 course assignments in EPIC (Electronic Health Records Chronicle) training courses in collaboration with principle trainers
- Monitored training updates across 17 virtual learning applications that impacted final editing of course assignments (i.e. Obstetrics, Transplant, Oncology, Patient Access/Movement, Hospital Billing, Emergency Department and Lab Technicians training).
- Ensured security setting assignments were in line with Technology application guidelines provided by developers
- Maintained excellent collegial relationships and supported new team members with resource access during their onboarding

### **Project Coordinator**

**UW Medicine - Earned Revenue Cycle - Seattle , WA**

12/2019 - 02/2020

- Recruited for interim executive administrative project support to three administrative officers completing work in data analysis budget reporting and executive calendar scheduling
- Successfully engaged staff members across 5 Financial departments for Communications' special project, including back-end support for 800 employee campus conference
- Confidential handling of patient data including review and synthesis weekly reports to aide executive officer's decisions
- Planned and arranged meetings with partner organizations and individuals, enabling all parties to meet and discuss project progress.
- Built strong relationships with internal and external management resulting in the smooth flow of daily office management

### **Volunteer Consultant**

**Khambatta Dance Co & 501 Commons - Seattle, WA**

01/2018 - 01/2019



- Planning consultant for independent dance artists and achieved creating a 12-month capacity building plan targeting career development and growth projections.
- Leadership coaching, resource management and created communications plan.

### **Management Consultant**

**Bad Boyz Painting & General Contractors LLC** - Seattle, WA

05/2017 - 01/2018

- Managed the company's administrative office during leadership transition period.
- Evaluated diverse organizational systems to identify workflow, communication and resource utilization issues.
- Produced detailed and relevant reports for use in making business decisions.
- Helped develop proactive and successful business policies to meet changing demands and economic stressors
- Improved the quality of bid submissions resulting in a 50% increase in secured contract deals, including updating work portfolios, ensuring 100% compliance with construction safety standards and local city and county regulation
- Improved sustainability during the company's 9-month business transition by negotiated repayment of all outstanding debt (city, county and state) working with C.P.A., insurance officers, bank representatives and executive leader

### **Volunteer Planning Consultant**

**501 Commons** - Seattle, WA

01/2016 - 10/2017

- Worked with 4-person organizational leadership team and 1 attorney to understand needs and provide capacity building plan that suit objectives and goals
- Produced a 2-year organizational plan with implementation recommendations

### **Volunteer Planning Consultant**

**501 Commons** - Seattle, WA

01/2015 - 01/2016

- Orchestrated the organizational planning for mid-size environmental nonprofit organization with 4-person executive leadership team and one Fundraising expert
- Increased client confidence in their ability to raise funds by providing learning material and facilitating discussion around building a "culture of philanthropy" through operational workflows and communications strategies
- Completed an 18-month capacity building plan including a Fundraising case statement, Development plan and steps to aide in the organization's projected leadership transition

### **Executive Assistant & Lead Sales Associate**

**Oro-Design** - Seattle, WA

02/2011 - 08/2012

- Cultivated 150 national client portfolio using Salesforce software Successful with financial oversight resulting in creating a more efficient billing system, focused on closing Accounts Receivables gaps, resulting in improved monthly cash flow and more accurate forecasting.
- Secured 60 new client prospects for mini-bar product development business within first 9 months of sales assignment, resulting in a 10% increase in overall company profits by end of first year.

## **Manager and Instructor**

**The American Ballroom Dance Studio** - New York, NY

09/2005 - 12/2008

- Administered annual budget with effective controls to prevent overages, minimize burn rate and support sustainability objectives for a hybrid non-profit and commercial arts organization partnership.
- Led and supported a staff of 11 and 40+ volunteers with program delivery training and client cultivation events targeting a diverse New York city clientele spanning multi-lingual audiences and multi-generational dance participants
- Developed and maintained relationships with 650+ customers and suppliers through continual communication and inventive, fun dance learning programming throughout the years.
- Evaluated employees' and volunteer's strengths and assigned tasks and professional development training based upon experience and training.
- Delivered feedback to decision-makers regarding employee performance and training needs.
- Propelled continuous improvements and strategically capitalized on current arts market trends, resulting in progressive responsibility and pay over three solid years

## **Marketing Director**

**Dance Forum-NY** - New York, NY

01/2001 - 08/2003

- Built, implemented and enhanced local and international marketing initiatives to maximize outreach and sales of dancer re/training modality product, called BodiBalance TM
- Devised and deployed marketing plans with effective social media, press junkets, newspaper and radio campaign strategies.
- Facilitated communications between Artistic Director, Executive Director and Education Program Manager to address implementation of communications strategy
- Secured philanthropic support working with executive director, resulted in a 15% increase in sponsorships and pledges by making adjustments to the Messaging Platform and Outreach plans aligned with segmented audiences
- Collaborative work with Development Consultant on fundraising strategy planning leading to increased in-kind donations from solicitation work, saving 28% on expenses

## **EDUCATION**

Master of Arts: Non-Profit Management

**Seattle University** - Seattle

06/2014

Bachelor of Arts: Theatre and Dance

**University of Washington** - Seattle

06/2000

Certificate Program

**Henry George School of Economics** - New York, NY

12/2008

## **PROFESSIONAL DEVELOPMENT**



- Covid 19 Contact Tracing, Coursera (in progress), November 2020.
- Circle Process, facilitation training with a focus on conflict resolution and managing intercultural teams, Dr. Pamela Taylor, August 2019.
- The ABC's of Diversity & Inclusion: An action-oriented workshop on Intercultural Organizational Development by Phyllis Braxton & Beth Zemsky, Independent Sector, November 2014.
- Teaching Racial Justice Across the Curriculum: Developing and Using a Critical Racial Justice Mindset. Full day workshop by Dr. Heather Hackman, October 2014.
- Immigrant/Refugee Integration: Successful Strategies for Welcoming our New Americans, Renton Council member Greg Taylor, June 2014.
- Cracking the Codes 2 Day Seminar: Understanding the System of Racial Inequity, Dr. Shakti Butler, March 2013.

## **COMMUNITY SERVICE & AFFILIATIONS**

Covid-19 Community Response Alliance, Advocacy committee, 2020

501 Commons Executive Service Corps, Leadership Council advisor, 2019-2020

La Sala, a Latino artist network of multi-disciplinary artists, Board member, 2016-present

Advancement NW/A.F.P. National Philanthropy Day Planning Committee, 2014-2016

Center for the Study of Justice in Society at Seattle University, Technical support & Event Planning partner, 2012- 2014

Dance Educator's Association of Washington, Board member/Treasurer, 2010-2015

# Seattle Arts Commission

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

**\*\*G** List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown

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

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



## Legislation Text

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**File #:** CB 121001, **Version:** 1

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### **CITY OF SEATTLE**

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

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

AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; and ratifying and confirming certain prior acts.

WHEREAS, the collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 expired on December 31, 2021;

and

WHEREAS, a memorandum of understanding between The City of Seattle and certain City unions in the Coalition of City Unions, including the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, expired on December 31, 2022; and

WHEREAS, employees represented by the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 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 of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; 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 of Seattle (“City”) to execute a collective bargaining agreement between the City and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement By and Between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79.”

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 Association of Machinists and Aerospace Workers, District Lodge 160, Local 79

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

**by and between**

**THE CITY OF SEATTLE**

**And**

**International Association of Machinists and Aerospace Workers,  
District Lodge 160, Local 79**

Effective January 1, 2023, through December 31, 2025

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## **ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT**

- 1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:
- 1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 1.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.
- 1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 1.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in a temporary assignment defined as one of the following types:
- A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
  - B. Interim Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or
  - C. Short-term Assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year ; or

- D. Less than Half-time Assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or
- E. Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but less than three (3) years for:
  - 1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
  - 2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
  - 3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D.

1.1.7.1 Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; A.10.1; A.10.2; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits - eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only to City of Seattle Temporary Employees who are not in benefits-eligible assignments – Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

A. 0001st hour through 0520th hour ..... 5% premium pay

B. 0521st hour through 1,040th hour ..... 10% premium pay

C. 1,041st hour through 2,080th hour ..... 15% premium pay

(If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

D. 2,081st hour + ..... 20% premium pay

(If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions – Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the

premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.2.4 Holiday Work for Non-benefits Eligible-Temporary Employees – A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 Benefits-Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

- A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2
- B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.
- C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

- D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.
- E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
- F. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

- 1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.
- 1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.
- 1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.
- 1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary step placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.
- 1.2.12 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.
- 1.2.13 A temporary employee who has worked one thousand forty (1,040) straight- time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.
- 1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.
- 1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

- 1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- 1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.
- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

## **ARTICLE 2 - NON-DISCRIMINATION**

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



### **ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL DEDUCTIONS**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.
- 3.1.1 The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.
  - 3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.2 The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.
- 3.2.1 A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.
- 3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by this collective bargaining agreement.
- 3.3.1 At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.
- 3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6 New Employee and Change in Employee Status Notification – The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

- a) Name
- b) Home address
- c) Personal phone
- d) Personal email (if a member offers)
- e) Job classification and title
- f) Department and division
- g) Work location
- h) Date of hire
- i) (FLSA) status: Hourly or salary
- j) Compensation rate

3.6.1 The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

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

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

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix B

## **ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY**

- 4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.
- 4.1.1 A one-time ten percent (10%) market rate adjustment will be applied on January 1, 2023, with the base wage rates as displayed in Appendix A.1 of this Agreement reflecting this one-time market rate adjustment. Effective January 4, 2023, the base wage rates as displayed in Appendix A.1 of this Agreement, will be increased by five percent (5%).
- 4.1.2 Effective January 3, 2024, the base wage rates as displayed in Appendix A.1.2 will be increased by four-and-one-half percent (4.5%)
- 4.1.3 Effective January 1, 2025, employees base wages will be increased by four percent (4%). This four percent (4%) increase is hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024, with this increase neither being less than two percent (2%) nor in excess of four percent (4.0%). In addition to the four percent (4%) increase in the previous sentences, the base wage will have an additional (not compounding) one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).
- 4.1.4 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles.
- 4.1.5 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.
- 4.1.6 Language Premium – Effective upon ratification of this Agreement by both parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar (\$200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.
- 4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.
- 4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary

range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- 4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.
- 4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 4.2.6 Changes in Incumbent Status Transfers – An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

- 4.2.7      Promotions — Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 4.2.8      An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:
- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  - B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.
- 4.2.9      An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which the employee was entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.
- 4.2.10      When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.2.11      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 (1) paycheck;
  - 1. by payroll deductions spread over two (2) pay periods; or
  - 2. by payments from the employee spread over two (2) pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from their final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee, the union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

4.3      Wage Review Committee:

A Wage Review Committee shall be provided by the City to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the City in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within forty-five (45) days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than thirty (30) days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.1      Hours of Work – Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.
- 5.1.1      Meal Period – Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.
- 5.1.2      Rest Breaks – Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.
- 5.1.3      Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.
- 5.2      Overtime – All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.1      All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.2      All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.3      Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.
- 5.2.4      A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.3 Call Back – Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

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

5.4 Meal Reimbursement – When an employee is specifically directed by the City to work ninety (90) minutes or longer at the beginning or end of their normal work shift away from their place of residence of at least eight (8) hours or work ninety (90) minutes or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 the employee shall be given an allowance equal to but not to exceed the Seattle Runzheimer dinner rate in effect.

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

5.4.2 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of twenty dollars (\$20) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

5.4.3 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for overtime meal reimbursement as provided herein.



- 5.4.4      Meal Reimbursement while on Travel Status – An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.
- 5.5        When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.
- 5.5.1      Definitions: For the purpose of this section the following definitions apply:
- A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.
  - B. Workday - This is an employee's assigned day(s) of work.
  - C. Work Shift - This is an employee's assigned hours of work in a workday.
  - D. Days Off - This is an employee's assigned non-working days.
- 5.5.2      Extended Notice Work Schedule Change – At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.
- 5.5.3      Short Notice Work Schedule Change – At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.
- 5.5.4      Short Notice Work Shift Change – At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

- 5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.
- 5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:
- If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period
- 5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.
- 5.8 Standby Duty – Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.
- 5.9 Work Outside of Classification – Effective January 1, 2019, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.
- 5.9.1 When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

- 5.9.2 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.
- 5.9.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class employee is paid for work already performed).
- 5.9.4 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; or, 2) extended industrial or off-the-job injury or disability; or, 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff).
- 5.9.5 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.
- 5.9.6 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the assignment, must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class assignment.
- 5.9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

- 5.9.8 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 5.9.9 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 5.9.10 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 5.9.11 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

## **ARTICLE 6 - HOLIDAYS**

**6.1** The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

Two Personal Holidays (for employees with 0-9 years of service)

Four Personal Holidays (for employees that have at least 18,720 regular hours of service)

**6.1.1** Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

**6.1.2** A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

**6.2** To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

- 6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

## **ARTICLE 7 - ANNUAL VACATION**

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

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

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

7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the

number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

- 7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.
- 7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 7.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.
- 7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 7.12 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.



## **ARTICLE 8 - SICK LEAVE, BEREAVEMENT LEAVE AND EMERGENCY LEAVE**

**8.1**      **Sick Leave** – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1. of this Agreement. Employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

- A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or
- B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.
- D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
- E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
- F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

**8.1.1**      Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

**8.1.2**      Abuse of paid sick leave or use of paid sick leave not for an authorized reason may result in denial of sick leave payment and/or discipline up to and including termination.

- 8.1.3 Unlimited sick leave credit may be accumulated.
- 8.1.4 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article.
- 8.1.4.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.
- 8.1.5 Upon the death of an employee, either by accident or natural causes, twenty- five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.
- 8.1.6 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 8.1.6.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

NOTE: In order to receive paid sick leave for reasons provided in Article 8 of this agreement, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

- 8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:
- A. Suspended or on leave without pay, or when laid off, or on other non-pay status.
  - B. Off work on a holiday.
  - C. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.
- 8.1.7.1 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

- 8.1.7.2      Prompt Notification – The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.
- 8.1.7.3      Notification While on Paid Vacation or Compensatory Time Off – If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.
- 8.1.7.4      Claims to Be in 15-minute Increments – Sick leave shall be claimed in fifteen (15) minute increments to the nearest full fifteen (15) minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.
- 8.1.7.5      Limitations of Claims – All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.
- 8.1.7.6      Rate of Pay for Sick Leave Used – An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16 and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8 and 5.9.10 and A.8.3 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).
- 8.1.7.7      Sick Leave Transfer Program – Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

- 8.2      Bereavement Leave – All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee’s discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.
- 8.2.1      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.
- 8.3      Emergency Leave – One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, any of which necessitates immediate action on the part of the employee:
- A. The employee's spouse, domestic partner, child, parents, or grandparents has unexpectedly become seriously ill or has had a serious accident; or
  - B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). “Household” shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.
  - C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.
  - D. A “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) hours in a contract year.
- 8.4      Paid Parental Leave – Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.
- 8.5      Retirement VEBA – Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

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

A. Eligibility-to-Retire Requirements:

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

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

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

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

D. If the members of the bargaining unit who have satisfied the eligibility-to-retain requirements described in paragraph A above as of December 31, 2021, 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.

### 8.5.2      **Contributions from Employee Wages (all regular employees who are part of the bargaining unit)**

A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.

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

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

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

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

## **ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS**

- 9.1** Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 9.1.1** Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid 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 9.1.
- 9.1.2** Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 9.1.3** In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.
- 9.1.4** Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified

at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

- 9.1.5 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.
- 9.2 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 9.1. 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 9.1.
- 9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents the employee from performing their regular duties, but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.
- 9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.



## **ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period – A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2 Regular Appointment – The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3 Trial Service Period/Regular Subsequent Appointment – A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.
- 10.1.4 Regular Employee – An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.
- 10.1.5 Revert – To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.
- 10.1.6 Reversion Recall List – If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.
- 10.2 Probationary Period/Status of Employee – Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.
- 10.2.2 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

- 10.3      Probationary Period/Dismissal – An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.
- 10.3.1      An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.
- 10.4      Trial Service Period – An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.
- 10.4.1      The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.
- 10.4.2      An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.
- 10.4.3      Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.
- 10.4.4      An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.
- 10.4.5      Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 10.4.6      The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

- 10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
- 10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.
- 10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have their name removed from the Reversion Recall List.
- 10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.
- 10.5 Subsequent Appointments During Probationary Period Or Trial Service Period – If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.
- 10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.
- 10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

- 10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.
- 10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.
- 10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

## **ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL**

- 11.1      Transfers – The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).
- 11.1.1      Intra-departmental Transfers – An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.
- 11.1.2      Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:
- A. Transfer in the same class from one department to another.
  - B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
  - C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 11.3.4.
    - 1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.
    - 2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.
  - D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (A), (B), (C), (D) or (E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within their department.

11.2 Voluntary Reduction – A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

11.3 Layoff – The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service or probationary employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees\*
- D. Trial service employees\* (who cannot be reverted in accordance with Section 10.4.2.)
- E. Regular employees\* in order of their length of service, the one with the least service being laid off first.

\* Except as their layoff may be affected by military service during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an “EEO” category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or the employee may be transferred as provided in Section 11.1.2(C). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

11.4 Recall – The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

- 11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.
- 11.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.
- 11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:
- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
  - B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
  - C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
  - D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.
  - E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.
  - F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
  - G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.



- H. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class as provided in this Article.

11.5 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
  - 1. Jury Duty;
  - 2. Disability incurred in line of service;
  - 3. Illness or disability compensated for under any plan authorized and paid for by the City;
  - 4. Service as a representative of the Union affecting the welfare of City employees;
  - 5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction.

- B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

11.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

**ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE AND  
LONG-TERM DISABILITY INSURANCE**

- 12.1 Effective January 1, 2023, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2024, and 2025, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- 12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2 For calendar years 2023, 2024, and 2025, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor- Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2 Life Insurance – The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

- 12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- 12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 12.3 Long Term Disability – The City shall provide a Long-Term Disability (LTD) Insurance program for all eligible employees for occupation and non- occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollars (\$667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.
- 12.4 Long-Term Care – The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 12.6 Labor-Management Health Care Committee – A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

### **ARTICLE 13 – RETIREMENT**

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

## **ARTICLE 14 - GENERAL CONDITIONS**

- 14.1      Mileage Allowance – An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.
- 14.1.1      The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.
- 14.1.2      In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.
- 14.2      Skagit Conditions – When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employee. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from their regular residence.
- 14.2.1      Skagit Conditions – City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.
- 14.3      City Light Department Out-of-Town Rules – When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:
- A. Acceptable board and lodging shall be furnished by the Department.
  - B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.
  - C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.
  - D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

- E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (1/2) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4      Union Visitation – The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, “City official in-Charge” shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the “City official in-Charge” shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5      Union Shop Stewards – The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.5.1      Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

- 14.6      Safety Standards – All work shall be done in a competent and professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.
- 14.6.1      The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.
- 14.6.2      The minutes of safety meetings shall be posted on the department bulletin boards.
- 14.6.3      No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.
- 14.6.4      Safety Committees – Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.
- 14.6.4.1      The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.
- 14.7      Bulletin Boards – The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.
- 14.8      Investigatory Interviews – When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:
- A. Grant the employee's request, or
- B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.



14.8.1 In construing this Section, it is understood that:

- A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.
- B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- C. The employee must make immediate arrangements for Union representation when their request for representation is granted.
- D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development – The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management and shall not exceed three participants from either side.

14.10 Uniforms – The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance – The City shall pay the amounts in A through C below in a lump sum payment on the first pay period of the year of each contract year beginning January 2025 per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

- A. Effective January 1, 2023, three hundred dollars (\$300.00)
- B. Effective January 1, 2024, three hundred twenty five dollars (\$325.00).
- C. Effective January 1, 2025, three hundred and fifty dollars (\$350.00).
- D. During the PERC year (calendar year 2026), a boot/footwear reimbursement shall be \$350.00.
- E. There will be no other increases to tool and/or uniform reimbursements unless otherwise specified elsewhere in this Agreement.

- 14.12      Identification Cards – Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars (\$30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.
- 14.13      The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.
- 14.14      Metro Passes – The City will provide a transit subsidy benefit consistent with SMC 4.20.370.
- 14.14.1      Effective January 1, 2020, the Commute Trip Reduction (“CTR”) parking benefit cost to the employee will increase from seven dollars (\$7.00) to ten dollars (\$10.00).
- 14.15      On or about May 1<sup>st</sup> of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.
- 14.16      If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver’s License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. 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, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.16.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Driver's License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 Ethics and Elections Commission – Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.18.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.19 The City and the Union encourage the use of the “Early Mediation Project” or other alternative dispute resolution (ADR) processes to resolve non- contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employees outside of the employee’s normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.22 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

1. A detailed justification for the proposed contracting;
2. A labor force analysis demonstrating why the current workforce cannot complete the work;
3. The location where the work will be performed;
4. A description of the work to be contracted;
5. The estimated duration and amount of the contract;
6. The intended start date; and
7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

14.22.1 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

- 14.23      Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part the Union’s bargaining team during the respective employee’s work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:
- A. No more than two (2) employees per negotiations session shall be authorized under this provision.
  - B. Bargaining preparation and meetings of the Union’s bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.
  - C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
  - D. This provision shall automatically become null and void with the expiration of the predecessor collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.
- 14.24      Supervisor’s Files – Files maintained by supervisors regarding an employee are considered part of the employee’s personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 14.25      Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.
- 14.26      Testify before Civil Service Commission — Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.27      Pay for Deployed Military

- A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

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

14.28      The Union and the City agree to the following:

- A. A reopener on impacts associated with revisions of the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.
- C. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.
- D. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs
- E. A reopener on Seattle Center Parking.
- F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.

- G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.
- H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.
- I. Sick Leave Donation Program – A Labor Management Committee (LMC) will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.
- J. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.
  - 1. The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.
  - 2. The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, and members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.
  - 3. The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
  - 4. The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.

5. The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

14.29 Effective January 1, 2023, all employees covered by this Agreement who have completed their probationary period and have been employed by the City for the entire preceding year, shall receive a tool allowance the first pay period of each year in the amount of one thousand dollars (\$1,000.00).



## **ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES**

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

15.2 Labor-Management Leadership Committee – The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost- effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

15.3 Employment Security – Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

15.3.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

15.3.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this Employment Security provision.

## **ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES**

**16.1**      **Work Stoppages** – The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

**16.1.1**      In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

- A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;
- B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
- C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
- D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

**16.2**      **Jurisdictional Disputes** – Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

## **ARTICLE 17 - RIGHTS OF MANAGEMENT**

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

## **ARTICLE 18 - SUBORDINATION OF AGREEMENT**

- 18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.
- 18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

## **ARTICLE 19 - ENTIRE AGREEMENT**

- 19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non- acceptance must be presented in writing.
- 20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6 A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1 (Step 1) – The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) – If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

- A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombuds (OEO), the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, OEO or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the Union representative shall be so informed by the OEO.
- B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

- C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or their designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) – If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or their designee shall investigate the alleged contract grievance and, if deemed appropriate, the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the frame specified in Step 3 after receipt of notification from OEO that the grievance was not resolved through mediation.

20.6.4 (Step 4) – If the contract grievance 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 Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.

20.6.4.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.



- 20.6.4.2 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from OEO that the grievance was not resolved in mediation.
- 20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.
- 20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
- 20.8.1 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- 20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.
- 20.8.3 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.
- 20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- 20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be withdrawn upon notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.
- 20.10 The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:
- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

- B. Either party may make an “Offer of Settlement” to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

## **ARTICLE 21 - SAVINGS CLAUSE**

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

## **ARTICLE 22– DISCIPLINARY ACTIONS**

- 22.1 The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. verbal warning;
  - B. written reprimand;
  - C. suspensions;
  - D. demotion; or
  - E. termination.
- 22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.
- 22.1.2 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.
- 22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

## **ARTICLE 23 - TERM OF AGREEMENT**

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2025. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2025. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF SEATTLE, WASHINGTON  
Executed Under Authority of

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

By \_\_\_\_\_

Steve Miller  
Directing Business Representative  
Machinists District 160/Local 79

By \_\_\_\_\_

Bruce Harrell, Mayor

By \_\_\_\_\_

Beth Bergeon  
Business Agent Local 79

By \_\_\_\_\_

Summer Stinson  
Labor Relations Negotiator

**APPENDIX A**

**APPENDIX “A” to the AGREEMENT**

**by and between**

**THE CITY OF SEATTLE**

**And**

**International Association of Machinists and Aerospace Workers,  
District Lodge 160, Local 79**

Effective January 1, 2023 through December 31, 2025

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, hereinafter referred to as the Union, for the period from January 1, 2023 through December 31, 2025. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

**A.1 Hourly Rates of Pay, Effective January 4, 2023.**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Sysys Maint Tech,Sr	42.24	43.84	45.59					
Util Sysys Maint Tech	39.92	41.42	43.07					
Stat Maint Mach,Sr	49.86	52.01						
Stat Maint Mach CC	53.80	55.86	58.04					
Stat Maint Mach	46.95	48.95						
Mach, Jrnywkr In Charge	68.26							
Mach Spec	39.50	41.21	42.91					
Hydroelec Maint Mach CC	65.44	67.54	70.33					
Hydroelec Maint Mach Aprn	41.23	43.65	46.08	48.50	50.93	53.35	55.78	58.20
Hydroelec Maint Mach	54.61	56.41	58.22	60.63				

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

### A.1.2 Hourly Rates of Pay, Effective January 3, 2024.

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Systs Maint Tech,Sr	44.14	45.82	47.64					
Util Systs Maint Tech	41.71	43.28	45.01					
Stat Maint Mach,Sr	52.11	54.35						
Stat Maint Mach CC	56.22	58.37	60.65					
Stat Maint Mach	49.06	51.15						
Mach, Jrnywkr In Charge	71.33							
Mach Spec	41.28	43.06	44.84					
Hydroelec Maint Mach CC	68.38	70.58	73.49					
Hydroelec Maint Mach Aprn	43.08	45.61	48.15	50.68	53.21	55.75	58.28	60.82
Hydroelec Maint Mach	57.07	58.95	60.84	63.35				

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].



### A.1.3 Hourly Rates of Pay, Effective January 1, 2025.

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Sysys Maint Tech,Sr	46.35	48.11	50.02					
Util Sysys Maint Tech	43.80	45.45	47.26					
Stat Maint Mach,Sr	54.71	57.07						
Stat Maint Mach CC	59.03	61.29	63.68					
Stat Maint Mach	51.52	53.71						
Mach, Jrnywkr In Charge	74.90							
Mach Spec	43.34	45.22	47.08					
Hydroelec Maint Mach CC	71.80	74.11	77.17					
Hydroelec Maint Mach Aprn	45.23	47.89	50.56	53.21	55.87	58.54	61.19	63.86
Hydroelec Maint Mach	59.92	61.90	63.89	66.52				

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

- A.1.4 Assignment of the appropriate Hourly Rates of Pay (pay steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- A.1 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.
- A.2 Accommodations shall be provided to an employee who is assigned to work out of town.
- A.3 City Light Out-of-Town Rules: When an employee, crews or any part of a crew or crews, regularly assigned to an area (Seattle, Skagit, Boundary) is or are to be shifted to any location outside their regularly assigned area (Seattle, Skagit or Boundary) to perform a specific job, the following conditions shall prevail:
- A.4.1 Adequate board and lodging shall be furnished by the Department.
- A.4.2 Time consumed in traveling to and from the regularly assigned area and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.
- A.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established if necessary, in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided, however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.
- A.4.4 An employee regularly assigned to the Seattle distribution area, Skagit or Boundary projects shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of computation shall always be the preceding ninety (90) working days from the present date.
- A.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside their area, except in an extreme emergency.

- A.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.
- A.4.7 In the City Light Department, when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, during the overhaul of hydroelectric generators and turbines, one Machinist, Hydroelectric Maintenance shall be assigned "In-Charge" by the City and shall be compensated at a rate of Machinist Journeyworker In- Charge while acting in this capacity. This is to be effective only when the Crew Chief or Generation Supervisor is absent from that specific job site for more than two (2) consecutive hours. This title and rate of pay may be assigned under "other" conditions as determined by management. During this assignment, the Hydroelectric Maintenance Machinist designated as Machinist Journeyworker In-Charge will continue to be a working member of the crew. This understanding shall not affect the working conditions of the Hydroelectric Maintenance Machinist Crew Chief assigned to the Seattle Shops.
- A.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons and/or bib overalls.
- A.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top-pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.
- A.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.
- A.8 Meal Allowances: Employees working at the Skagit and Boundary facilities are eligible for overtime meal allowances as provided in Article 5, Section 5.4. The allowance rate will change as the Runzheimer rate is changed and published by the City of Seattle Department of Finance.

- A.9 Shift Premium Pay: Effective January 1, 2023, an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

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

Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for shift premium pay as provided herein.

- A.9.1 The shift premiums shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay and other forms of paid time off. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate. Shift differential shall be paid only outside of the established day shift work schedule.
- A.10 If new travel arrangements involving the concept of base location are adopted into the IBEW, Local 77 - City Light Agreement as a result of Labor- Management discussions in 1999 or later, then the Union agrees to enter into similar Labor-Management discussions with the City and City Light for the purpose of conforming to those changes and amending this Appendix.
- A.11 Employees covered by this Appendix who are required to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees, when so assigned, shall receive an additional one (1) hour of compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

## **APPENDIX B**

### **Janus Memorandum of Understanding (MOU)**

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

MEMORANDUM OF UNDERSTANDING  
By and Between THE CITY OF SEATTLE  
and  
COALITION OF CITY UNIONS  
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as “Coalition of City Unions”) to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as “City;” together the City and this Coalition of City Unions shall be referred to as “the Parties”); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen’s Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals’ Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79&289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers’ Guild; the Seattle Police Management Association; and the Seattle Police Officers’ Guild.

## **Background**

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

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

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

## **Agreements**

### **Section A. Amended Union Dues and Membership Language**

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

#### **Article X - Union Engagement and Payroll Deductions**

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker’s Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee’s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City’s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle,

including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.
2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with

departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargain and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.
6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargain filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:


  
Jenny A. Durkan,  
Mayor


  
~~Susan McNab~~, Bobby Humes  
Interim Seattle Human Resources Director

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

SIGNATORY UNIONS:

  
Elizabeth Rockett, Field Representative  
IU Painters and Allied Trades,  
District Council #5

  
Andrea Friedland, Business Representative  
IATSE, Local 15

  
Natalie Kelly, Business Representative  
HERE, Local 8

  
Amy Bowles, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support

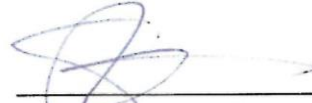
Coalition of City Unions  
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Ray Sugarman, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support



Shaun Van Eyk, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support, &  
Probation Counselors



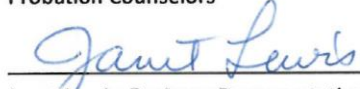
Mark Watson, Union Representative  
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083  
& Local 21-PA Assistant



Steven Pray, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support, &  
Probation Counselors



Kurt Swanson, Business Representative  
UA Plumbers and Pipefitters Local 32



Janet Lewis, Business Representative  
IBEW, Local 46



Kal Rohde, Business Representative  
Sheet Metal Workers, Local 66



Brian Self, Business Representative  
Boilermakers Union, Local 104



John Searcy, Secretary-Treasurer  
Teamsters, Local 117; JCC and Community  
Service Officers & Evidence Warehouse



Mike Bolling, Business Representative  
IU Operating Engineers, Local 286

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Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
& 79



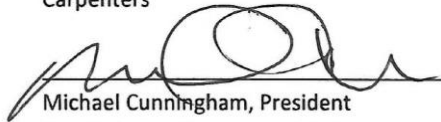
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Ian Gordon, Business Manager  
PSIE, Local 1239 and Local 1239 Security  
Officers (JCC); Local 1239 Recreation Unit



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Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters



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Michael Cunningham, President  
Seattle Police Dispatchers' Guild



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Scott Bachler, President  
Seattle Police Management Association

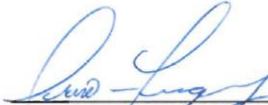


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Scott A. Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC

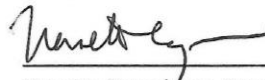
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Peter Hart, Regional Director  
Inland Boatmen's Union of the Pacific



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Scott Fuquay, President  
Seattle Municipal Court Marshals' Guild  
IUPA, Local 600



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Nanette Toyoshima, President  
SPEOG, Seattle Parking Enforcement Officers'  
Guild

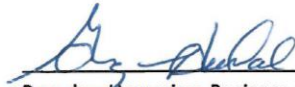



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Kevin Stuckey, President  
Seattle Police Officers' Guild

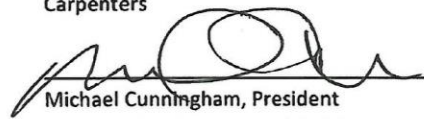
Coalition of City Unions  
Memorandum of Understanding

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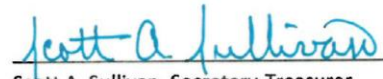
  
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& 79

  
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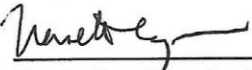
  
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Seattle Police Officers' Guild

Coalition of City Unions  
Memorandum of Understanding

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## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Human Resources	Chase Munroe	Candice Foote

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79; 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 Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (“Local 79”). The collective bargaining agreement is a three-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2023, through December 31, 2025. This legislation affects 30 regularly appointed City employees (19 in Seattle City Light, 10 in Seattle Public Utilities, and 1 in Finance and Administrative Services).

The collective bargaining agreement provides for a one-time 10 percent market rate adjustment in 2023, in addition to a 5 percent wage increase in 2023 and a 4.5 percent wage increase in 2024. In 2025, base wages will be increased by 4 percent with an additional (not compounding) 1 percent added, the total not to exceed 5 percent.

Shift differentials will increase by \$0.25 to \$1.25/hour for swing shift and \$1.75/hour for graveyard shift. Overtime meal payments in lieu of reimbursement will increase from \$6.00 to \$20.00. Effective January 1, 2023, employees who have completed their probationary periods and have been employed by the City for the entire preceding year will receive a \$1,000 tool allowance during the first pay period of each year. Employees will also receive a \$300 footwear allowance in 2023, with an additional \$25 each year thereafter up to a maximum of \$350.

The City and Local 79 agreed to continue health care cost sharing as follows: the City will pay up to 107 percent of the average monthly health care cost over the prior year. Costs above 107 percent will be covered by the Rate Stabilization Reserve. Once the reserves are exhausted, the City will pay 85 percent and employees will pay 15 of any excess health care 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 also be allowed up to 40 hours of bereavement leave (full day increments or increments of one hour) in the event of death of any relative, defined as any person related to the

employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership. Juneteenth, observed on June 19, and Indigenous Peoples' Day, observed on the second Monday in October, will be recognized as paid holidays, among other items.

## 2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?

☐ Yes ☒ No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☒ Yes ☐ No

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

3 years					
	2022 (Baseline)	2023 (Year 1)	2024 (Year 2)	2025 (Year 3)	3 Year Total
Wages <sup>1</sup>					
2022 - Baseline	\$5,215,071				
2023 - One-time 10% wage adj		\$521,507			
2023 - 5.0% AWI		\$6,023,407			
2024 - 4.5% AWI			\$6,294,460		
2025 - 5.0% AWI				\$6,609,183	
<b>3 year subtotal</b>					<b>\$18,927,050</b>
Shift differential (incr beginning in 2023) <sup>2</sup>	\$0	\$0	\$0	\$0	\$0
Tool allowance incr to \$1000 (incr beginning in 2023) <sup>3</sup>	\$2,064	\$30,000	\$30,000	\$30,000	\$90,000
Addition of Juneteenth and Indigenous Peoples' Day holiday <sup>4</sup>	\$0	\$0	\$0	\$0	\$0
Funeral/Bereavement Leave (incr in 2025)	\$0	\$0	\$0	\$17,258	\$17,258
Vacation Leave Accrual (incr beginning in 2025)	\$0	\$0	\$0	\$89,266	\$89,266
<b>Total</b>	<b>\$5,217,135</b>	<b>\$6,053,407</b>	<b>\$6,324,460</b>	<b>\$6,745,707</b>	<b>\$19,123,574</b>
<b>Cost over baseline</b>		<b>\$836,272</b>	<b>\$1,107,325</b>	<b>\$1,528,572</b>	<b>\$3,472,169</b>
<b>Cost over baseline as percentage</b>		<b>16.03%</b>	<b>21.22%</b>	<b>29.30%</b>	<b>66.55%</b>

### NOTES:

#### Assumptions do not include vacancies/unfilled positions.

<sup>1</sup> Wages for baseline are from 2022 actual wages paid to all 30 employees, including OT, taxes and retirement. Wage adj in 2023 only.

<sup>2</sup> Increase in shift differentials shown as zero each year, as these differentials were not paid in 2022.

<sup>3</sup> Proposal is to increase the tool allowance to \$1000 per employee per year retroactive to 2023; estimate assumes all 30 employees receive the allowance each year of the contract. There is a tax implication to the city for this allowance.

<sup>4</sup> The addition of the two holidays is not an additional cost to the City, as they are already paid days. There may be OT implications for coverage on those days, but difficult to accurately cost without department data.

<sup>2</sup> Expanded bereavement leave definition is difficult to accurately cost. Estimate is double the 2022 bereavement leave hours paid (232) and uses the yearly average hourly rate with AWIs/taxes/retirement costs factored in each year.

<sup>3</sup> Updated vacation accrual is difficult to accurately cost. Estimate uses average years of service for this bargaining unit (~9 yrs) and the increased accrual rate for this level of years of service (additional 40 hours per year per employee) to calculate, including AWIs/taxes/retirement costs factored in each year.

Separate, future legislation, as required, will be forwarded by the City Budget Office to authorize additional appropriations for City departments. Ultimately, the overall costs of this agreement will be borne mostly by City Light and SPU rate payers, both commercial and residential.

### **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.**

Separate, future legislation, as required, will be forwarded by the City Budget Office to authorize additional appropriations for City departments.

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

Separate, future legislation, as required, will be forwarded by the City Budget Office to authorize additional appropriations for City departments.

**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 Seattle City Light, Seattle Public Utilities, and Finance and Administrative Services, where Local 79 members are employed.

### **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 include enhancements to pay and working conditions for union members, some of whom are BIPOC and women.

- 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.**

No.

- 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 Association of Machinists and Aerospace Workers, District Lodge 160, Local 79



**A G R E E M E N T**  
**by and between THE**  
**CITY OF SEATTLE**  
**and**

**International Association of Machinists and Aerospace Workers,  
District Lodge 160, Local 79**

| Effective January 1, 2023~~49~~, through December 31, 2025~~4~~

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## **ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT**

- 1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:
- 1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 1.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.
- 1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 1.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in a temporary assignment defined as one of the following types:
- A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
  - B. Interim Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or
  - C. Short-term Assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue year-to-year ; or

- D. Less than Half-time Assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or
- E. Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but less than three (3) years for:
  - 1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
  - 2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
  - 3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.

1.1.7 Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D.

1.1.7.1 Interim and short-term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; A.10.1; A.10.2; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits - eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only to City of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

A. 0001st hour through 0520th hour ..... 5% premium pay

B. 0521st hour through 1,040th hour ..... 10% premium pay

C. 1,041st hour through 2,080th hour ..... 15% premium pay  
(If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)

D. 2,081st hour + ..... 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to

pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.2.4 Holiday Work for Non-benefits Eligible-Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 Benefits–Eligible Temporary Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as the employee remains in such eligible assignment.

- A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2
- B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.
- C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

- D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.
- E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
- F. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four-point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not

worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary step placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

1.2.12 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight- time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City



shall discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

## **ARTICLE 2 - NON-DISCRIMINATION**

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

**ARTICLE 3 - UNION ENGAGEMENT AND PAYROLL**  
**DEDUCTIONS**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.
- 3.1.1 The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 3.1.2 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.2 The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.
- 3.2.1 A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.
- 3.3 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by this collective bargaining agreement.
- 3.3.1 At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.4 The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.
- 3.5 The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

3.6

New Employee and Change in Employee Status Notification – The City will notify the Union with New Hire information as soon as possible. The City will supply the Union with the following information on a monthly basis for new employees:

- a) Name
- b) Home address
- c) Personal phone
- d) Personal email (if a member offers)
- e) Job classification and title
- f) Department and division
- g) Work location
- h) Date of hire
- i) Hourly or salary (FLSA) status: Hourly or salary
- j) Compensation rate

3.6.1 The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

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

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

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix B

## **ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY**

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.1.1 A one-time ten percent (10%) market rate adjustment will be applied on January 1, 2023, with the base wage rates as displayed in Appendix A.1 of this Agreement reflecting this one-time market rate adjustment. Effective ~~December-January 426, 2023~~<sup>426, 2023</sup>~~18~~, the base wage rates as displayed in Appendix A.1 of this Agreement, will be increased by ~~.5%~~ <sup>plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.</sup> five percent (5%).

4.1.2 Effective ~~December-January 325, 2024~~<sup>325, 2024</sup>~~19~~, the base wage rates as displayed in Appendix A.1.2 will be increased by ~~1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.~~ four-and-one-half percent (4.5%)

4.1.3 Effective January 10, 2025, employees base wages will be increased by four percent (4%). This four percent (4%) increase is hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to the period June 2023 through June 2024, with this increase neither being less than two percent (2%) nor in excess of four percent (4.0%). In addition to the four percent (4%) increase in the previous sentences, the base wage will have an additional (not compounding) one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%). ~~one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).~~

4.1.4 ~~4.1.4~~ The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles.

4.1.565 Employees will pay the employee portion of the required premium listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

~~4.1.6 — Market Rate Analysis — The City of Seattle ("City") shall initiate a market wage study to be completed no later December 31, 2021 according to the methodology set forth in the Memorandum of Agreement ("MOA") between the City and The Coalition of City Unions ("Coalition") regarding the City's compensation philosophy and methods and process associated with conducting a market wage study as agreed upon November 8, 2018.~~

~~4.1.6.1 — The agreed upon methodology set forth in the MOA shall serve as the exclusive method relied upon to review any classifications requested by the Coalition. The City is committed to fully engage the Coalition regarding the process, timelines and milestones, from the beginning to the end of the wage methodology study. Any adjustments to wages that may be bargained as a result of the study shall be effective no earlier than January 1, 2019.~~

4.1.67 Language Premium - Effective upon ratification of this Agreement by both parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar (\$200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the

employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- 4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.
- 4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.
- 4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 4.2.8 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:



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

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

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

4.2.11 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 (1) paycheck;
  - 1. by payroll deductions spread over two (2) pay periods; or
  - 2. by payments from the employee spread over two (2) pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from their final paycheck(s).



- D. By other means as may be mutually agreed between the City and the employee, the union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

#### 4.3 Wage Review Committee:

A Wage Review Committee shall be provided by the City to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the City in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within forty-five (45) days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than thirty (30) days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

#### 4.4 ~~2021 Wage Reopener:~~

~~The City and Union agree that the City may utilize a one-time reopener of Article 4 and Appendix A of this agreement, specifically Section 4.1.3 and the corresponding wage matrix of Appendix A for the purposes of negotiating the annual wage increase proposed to be effective January 6, 2021 of this agreement. Proposed changes submitted by the City or Union shall be submitted in writing with at least thirty (30) days' notice before the effective date of the annual wage increase prescribed in Section 4.1.3 of this agreement.~~

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.1      Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.
- 5.1.1      Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.
- 5.1.2      Rest Breaks - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.
- 5.1.3      Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.
- 5.2      Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.1      All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.2      All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.3      Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.
- 5.2.4      A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

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

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work ninety (90) minutes or longer at the beginning or end of their normal work shift away from their place of residence of at least eight (8) hours or work ninety (90) minutes or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 the employee shall be given an allowance equal to but not to exceed the Seattle Runzheimer dinner rate in effect.

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

5.4.2 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of six twenty dollars (\$206) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation. Effective upon ratification of this Agreement by both parties, the minimum paid in lieu of meal reimbursement will increase to twenty dollars (\$20.00).

5.4.3 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for overtime meal reimbursement as provided herein.

5.4.4      Meal Reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.5              When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.5.1      Definitions: For the purpose of this section the following definitions apply:

A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

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

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

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

5.6              Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing

authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

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

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

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2019, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

5.9.1 When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

- 5.9.2 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.
- 5.9.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class employee is paid for work already performed).
- 5.9.4 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; or, 2) extended industrial or off-the-job injury or disability; or, 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff).
- 5.9.5 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.
- 5.9.6 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the assignment, must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class assignment.
- 5.9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

- 5.9.8 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 5.9.9 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 5.9.10 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 5.9.11 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.



## **ARTICLE 6 - HOLIDAYS**

**6.1** The following days, or days in lieu thereof, shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

Two Personal Holidays (for employees with 0-9 years of service)  
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)

**6.1.1** Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

**6.1.2** A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

**6.2** To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

**6.3** A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving



holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

## **ARTICLE 7 - ANNUAL VACATION**

- 7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

COLUMN NO. 1

COLUMN NO. 2

COLUMN NO. 3

ACCRUAL RATEEQUIVALENT ANNUAL VACATION  
FOR FULL TIME EMPLOYEEMAXIMUM VACATION  
BALANCE

<u>Regular Pay Status</u>	<u>Earned Per Hour</u>	<u>Years of Work</u>	<u>Working Days/ Working Hours</u>	<u>Maximum Vacation Accrued Hours</u>
0 through 08320		0 through 4	12 (96)	192
08321 through 18720		5 through 9	(120)	240
18721 through 29120		10 through 14	(128)	256
29121 through 39520		15 through 19	(144)	288
39521 through 41600		20	(160)	320
41601 through 43680		21	(168)	336
43681 through 45760		22	(176)	352
45761 through 47840		23	(184)	368
47841 through 49920		24	(192)	384
49921 through 52000		25	(200)	400
52001 through 54080		26	(208)	416
54081 through 56160		27	(216)	432
56161 through 58240		28	(224)	448
58241 through 60320		29	(232)	464

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

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

7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

- 7.7 “Service year” is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.
- 7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 7.12 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

## **ARTICLE 8 - SICK LEAVE, BEREAVEMENT LEAVE AND EMERGENCY LEAVE**

8.1      Sick Leave – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1. of this Agreement. Employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

- A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or
- B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.
- D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
- E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
- F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

8.1.1      Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

- 8.1.2 Abuse of paid sick leave or use of paid sick leave not for an authorized reason may result in denial of sick leave payment and/or discipline up to and including termination.
- 8.1.3 Unlimited sick leave credit may be accumulated.
- 8.1.4 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article.
- 8.1.4.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.
- 8.1.5 Upon the death of an employee, either by accident or natural causes, twenty- five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.
- 8.1.6 Change in position or transfer to another City department shall not result in loss of accumulated sick leave. An employee reinstated or re-employed within one (1) year in the same or another department after termination of service, except after dismissal for cause, resignation or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- 8.1.6.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.

NOTE: In order to receive paid sick leave for reasons provided in Article 8 of this agreement, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.

- 8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:
- A. Suspended or on leave without pay, or when laid off, or on other non-pay status.
  - B. Off work on a holiday.
  - C. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.
- 8.1.7.1 Prerequisites for Payment - The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

- 8.1.7.2 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.
- 8.1.7.3 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.
- 8.1.7.4 Claims to Be in 15-minute Increments - Sick leave shall be claimed in fifteen (15) minute increments to the nearest full fifteen (15) minute increment, a fraction of less than eight (8) minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.
- 8.1.7.5 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.
- 8.1.7.6 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16 and other applicable laws such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8 and 5.9.10 and A.8.3 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).
- 8.1.7.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

**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.

8.1 Regular employees covered by this Agreement, shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative.

8.2.1 In like circumstances and upon like application the Department Head or designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee.

8.2.2 For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, an employee's legal guardian, ward or any person over whom, the employee has legal custody, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner or the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, or sister of the spouse or domestic partner of such employee..

8.2 Emergency Leave - One (1) day or a portion thereof per Agreement year without loss of pay may be taken off subject to approval of the employee's Supervisor and/or Department Head when it is necessary that the employee be immediately off work to attend to one of the following situations, any of which necessitates immediate action on the part of the employee:

- A. The employee's spouse, domestic partner, child, parents, or grandparents has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle.
- C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or



county in which the member resides that makes it impossible or unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

- D. A “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) hours in a contract year.

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

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

8.5.1      **Contributions from Unused Paid Time off at Retirement**

A. Eligibility-to-Retire Requirements:

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

- B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

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

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

- D. If the members of the bargaining unit who have satisfied the eligibility-to-retain requirements described in paragraph A above as of December 31, 2021, 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.

#### 8.5.2      **Contributions from Employee Wages (all regular employees who are part of the bargaining unit)**

- A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.
- B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:
  1. \$25 per month, or
  2. \$50 per month.

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

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

## **ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS**

- 9.1 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 9.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid 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 9.1.
- 9.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 9.1.3 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.
- 9.1.4 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified

at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

9.2 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 9.1. 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 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

## **ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3 Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.
- 10.1.4 Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.
- 10.1.5 Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.
- 10.1.6 Reversion Recall List - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.
- 10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1 The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.
- 10.2.2 An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

- 10.3      Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.
- 10.3.1      An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.
- 10.4      Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.
- 10.4.1      The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.
- 10.4.2      An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.
- 10.4.3      Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.
- 10.4.4      An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.
- 10.4.5      Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 10.4.6      The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- 10.4.7      If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been

removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

10.4.8 An employee whose name is on a Valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have their name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.

10.5 Subsequent Appointments During Probationary Period Or Trial Service Period If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

10.5.2 Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the term of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.5.3 Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the



higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.



## **ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL**

11.1      Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1    Intra-departmental Transfers - An appointing authority may transfer an employee from one position to another position in the same class in their department without prior approval of the Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2    Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 11.3.4.
  - 1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.
  - 2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.
- D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (A), (B), (C), (D) or (E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within their department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon their written request stating their reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

11.3. Layoff - The City shall notify the Union and the affected employees in writing at least two (2) weeks in advance whenever possible, when a layoff is imminent within the bargaining unit.

11.3.1 Layoff for purposes of this Agreement shall be defined as the interruption of employment and suspension of pay of any regular, trial service or probationary

employee because of lack of work, lack of funds or through reorganization. Reorganization when used as a criterion for layoff under this Agreement shall be based upon specific policy decision(s) by legislative authority to eliminate, restrict or reduce functions or funds of a particular department.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees\*
- D. Trial service employees\* (who cannot be reverted in accordance with Section 10.4.2.)
- E. Regular employees\* in order of their length of service, the one with the least service being laid off first.

\* Except as their layoff may be affected by military service during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or the employee may be transferred as provided in Section 11.1.2(C). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

11.4 Recall - The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

- 11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.
- 11.4.2 Refusal to accept work from a Reinstatement Recall List shall terminate all rights granted under this Agreement; provided, no employee shall lose reinstatement eligibility by refusing to accept appointment in a lower class.
- 11.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:
- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
  - B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
  - C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
  - D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.
  - E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

- F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.
- H. The Union agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 Nothing in this Article shall prevent the reinstatement of any regular, trial service, or probationary employee for the purpose of appointment to another lateral title or for voluntary reduction in class as provided in this Article.

11.5 For purposes of layoff, service credit in a class for a regular employee shall be computed to cover all service subsequent to their regular appointment to a position in that class and shall be applicable in the department in which employed and specifically as follows:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
  - 1. Jury Duty;
  - 2. Disability incurred in line of service;
  - 3. Illness or disability compensated for under any plan authorized and paid for by the City;
  - 4. Service as a representative of the Union affecting the welfare of City employees;

5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which the employee has been reduced and in which the employee has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Seattle Human Resources Director.

11.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

**ARTICLE 12 - HEALTH CARE, DENTAL CARE, LIFE  
AND LONG-TERM DISABILITY INSURANCE**

- 12.1 Effective January 1, 2023~~19~~, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2020, and 2021, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- 12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2 For calendar years 2023~~19~~, 2024~~0~~, and 2025~~, and 2026~~~~1~~, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor- Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used

for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long-Term Disability (LTD) Insurance program for all eligible employees for occupation and non- occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollars (\$667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-



making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

## **ARTICLE 13 – RETIREMENT**

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

## **ARTICLE 14 - GENERAL CONDITIONS**

- 14.1**     **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.
- 14.1.1**     The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.
- 14.1.2**     In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.
- 14.2**     **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employee. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from their regular residence.
- 14.2.1**     **Skagit Conditions** - City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.
- 14.3**     **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:
- A. Acceptable board and lodging shall be furnished by the Department.
  - B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.
  - C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.
  - D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.

- E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

**14.4**      Union Visitation - The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit their activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

**14.5**      Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties

cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.

14.6 Safety Standards - All work shall be done in a competent and professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.6.4 Safety Committees - Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

14.6.4.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

14.8      Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

- A. Grant the employee's request, or
- B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.8.1      In construing this Section, it is understood that:

- A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.
- B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- C. The employee must make immediate arrangements for Union representation when their request for representation is granted.
- D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9      Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1      The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management and shall not exceed three participants from either side.

14.10      Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11      Footwear Allowance - The City shall pay the amounts in A through C below in a lump sum payment on the first pay period of the year of each contract year beginning January 2025, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. ~~Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement.~~ Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2023~~19~~, ~~one hundred forty-four~~three hundred dollars (\$300~~144~~.00)

B. Effective January 1, 2024~~20~~, ~~one hundred seventy-five~~three hundred twenty five dollars (\$321~~75~~.00).

C. Effective January 1, 2025~~21~~, ~~two hundred-three~~ hundred and fifty dollars (\$350~~200~~.00).

~~— Effective January 1, 2026, three hundred and seventy five dollars (\$375)~~

D. During the PERC year (calendar year 2026~~7~~), a boot/footwear reimbursement shall be \$350.00.

~~— For 2023, employees may submit receipts for their corresponding annual reimbursements at the 2024 annual reimbursement amounts and may rollover any remaining balance to the next year for use during the term of this agreement, including into the ensuing year after the expiration of the agreement.~~

E. There will be no other increases to tool and/or uniform reimbursements unless otherwise specified elsewhere in this Agreement.

14.12      Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by

first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars (\$30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes - The City will provide a transit subsidy benefit consistent with SMC 4.20.370.

14.14.1 Effective January 1, 2020, the Commute Trip Reduction ("CTR") parking benefit cost to the employee will increase from seven dollars (\$7.00) to ten dollars (\$10.00).

14.15 On or about May 1<sup>st</sup> of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. 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, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.16.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing



contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Driver's License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

14.18.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non- contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employees outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

## 14.22

~~Contracting Out~~ -Contracting Out The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

- 1. A detailed justification for the proposed contracting;
- 2. A labor force analysis demonstrating why the current workforce cannot complete the work;
- 3. The location where the work will be performed;
- 4. A description of the work to be contracted;
- 5. The estimated duration and amount of the contract;
- 6. The intended start date; and
- 7. The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions. ~~The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.~~

~~14.21.1~~ — ~~Determination as to (1), (2), or (3) above shall be made by the Department Head involved, provided, however, prior to approval by the department head involved to contract out work under (1) and (2) above, the Union shall be notified. The Department Head involved shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.~~

~~14.21.2~~ 14.22.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

~~14.22~~ 14.23 **Employee Paid Status During Bargaining** – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective August 18, 2004, employees who participate in bargaining as part the Union’s bargaining team during the respective employee’s work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

- A. No more than two (2) employees per negotiations session shall be authorized under this provision.
- B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.
- C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- D. This provision shall automatically become null and void with the expiration of the predecessor collective bargaining agreement, shall not constitute the status quo, and shall not become a part of any successor agreement unless it is explicitly renegotiated by the parties.

14.2314.24 Supervisor's Files - Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

14.2414.25 Meeting Space - Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.2514.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.2614.27 Pay for Deployed Military

- A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

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

14.2714.28 The Union and the City agree to the following:

- A. A reopener on impacts associated with revisions of the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative (RSJI) efforts.
- C. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.
- D. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs
- E. A reopener on Seattle Center Parking.
- F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.
- G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.
- H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.

- I. Sick Leave Donation Program - A Labor Management Committee (LMC) will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.
- J. Work/Life Support Committee - The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.
  - J.1 The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leave, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.
  - J.2 The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, and members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.
  - J.3 The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
  - J.4 The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.
  - J.5 The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

14.29 Effective January 1, 2023, all employees covered by this Agreement who have completed their probationary period and have been employed by the City for the entire preceding year, shall receive a tool allowance the first pay period of each year

in the amount and who provide receipts for tools purchased shall be reimbursed for said tools up to the amount of one thousand dollars (\$1,000.00).

## **ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES**

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

15.2 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

15.3 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

15.3.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

15.3.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate their rights under this Employment Security provision.

## **ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES**

**16.1**      **Work Stoppages** - The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

**16.1.1**      In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first shall meet the following conditions:

- A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;
- B. The Union, its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
- C. The Union, its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
- D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

**16.2**      **Jurisdictional Disputes** - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to



settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

## **ARTICLE 17 - RIGHTS OF MANAGEMENT**

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

## **ARTICLE 18 - SUBORDINATION OF AGREEMENT**

- 18.1 The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.
- 18.2 The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

## **ARTICLE 19 - ENTIRE AGREEMENT**

- 19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non- acceptance must be presented in writing.
- 20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6 A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1 (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the ~~Alternative Dispute Resolution Office of Employee Ombuds (OEO)(ADR) Coordinator~~, the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, ~~the ADR Coordinator~~ OEO or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the Union representative shall be so informed by the ~~ADR Coordinator~~ OEO.

- B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.
- C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or their designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or their designee shall investigate the alleged contract grievance and, if deemed appropriate, the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the frame specified in Step 3 after receipt of notification from ~~the ADR Coordinator~~ OEO that the grievance was not resolved through mediation.

20.6.4 (Step 4) - If the contract grievance 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 Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated.

B. Nature of the alleged violation.

C. Question(s) which the arbitrator is being asked to decide.

D. Remedy sought.

20.6.4.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

20.6.4.2 Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from ~~the ADR Coordinator~~OEO that the grievance was not resolved in mediation.

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

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

20.8.1 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

20.8.3 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.

20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be withdrawn upon notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.



20.9

The parties have agreed, through a Memorandum of Agreement, to adopt the following two procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an “Offer of Settlement” to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

## **ARTICLE 21 - SAVINGS CLAUSE**

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

## **ARTICLE 22– DISCIPLINARY ACTIONS**

- 22.1 The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. verbal warning;
  - B. written reprimand;
  - C. suspensions;
  - D. demotion; or
  - E. termination.
- 22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.
- 22.1.2 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 22.1.3 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.
- 22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

## **ARTICLE 23 - TERM OF AGREEMENT**

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere and shall remain in full force and effect through December 31, 2025<sup>4</sup>. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2025<sup>4</sup>. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020<sup>54</sup>

CITY OF SEATTLE, WASHINGTON  
Executed Under Authority of

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

By \_\_\_\_\_

Directing Business Representative  
Machinists District 160/Local 79

By \_\_\_\_\_

~~Jenny A. Durkan~~ Bruce Harrell

By \_\_\_\_\_

~~Brandon Hemming~~ Beth Bergeon Tommy Hunt ~~Afton Larsen~~ Summer Stinson

Business Agent Local 79  
~~Manager~~ Director

By \_\_\_\_\_

~~Richard Groff~~ Shaun Van Eyk  
~~Interim~~ Chase Munroe Labor Relations-

**APPENDIX “A” to the AGREEMENT**

**by and between**

**THE CITY OF SEATTLE**

**And**

**International Association of Machinists and Aerospace Workers,  
District Lodge 160, Local 79**

Effective January 1, 2023~~19~~ through December 31, 2025~~61~~

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, hereinafter referred to as the Union, for the period from January 1, 2023~~19~~ through December 31, 2025~~61~~. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Hourly Rates of Pay, Effective ~~December 26, 2023~~ January 3, 2024.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance-Machinist	54.614 2.64	56.414 4.05	58.22 45.46	60.63 47.35				
Hydroelectric Maintenance-Machinist Apprentice	41.233 2.20	43.653 4.09	46.08 35.99	48.50 37.88	50.933 9.77	53.35 41.67	55.78 43.56	58.204 5.46
Hydroelectric Maintenance-Machinist Crew Chief	65.445 1.10	67.545 2.73	70.33 54.93					
Machinist Specialist	35.913 0.84	37.463 2.18	39.01 33.50					
Machinist, Journeyworker In-Charge	62.065 3.31							
Station Maintenance-Machinist-Crew Chief	46.954 2.02	48.954 3.62	45.33					
Station Maintenance-Machinist	53.803 6.67	55.863 8.22	58.04					
Station Maintenance-Machinist, Senior	49.863 8.94	52.014 0.62	0.00					
Utility Systems Maintenance-Technician	39.923 1.17	41.423 2.35	43.07 33.64					
Utility Systems Maintenance-Technician, Senior	42.243 2.98	43.843 4.24	45.59 35.60					
Column1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Sysys Maint Tech,Sr	42.24	43.84	45.59					
Util Sysys Maint Tech	39.92	41.42	43.07					
Stat Maint Mach,Sr	49.86	52.01						
Stat Maint Mach CC	53.80	55.86	58.04					
Stat Maint Mach	46.95	48.95						
Mach,Jrnywkr In Charge	68.26							
Mach Spec	39.50	41.21	42.91					

Hydroelec Maint Mach CC	65.44	67.54	70.33					
Hydroelec Maint Mach Aprn	41.23	43.65	46.08	48.50	50.93	53.35	55.78	58.20
Hydroelec Maint Mach	54.61	56.41	58.22	60.63				

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

## A.1.2 Hourly Rates of Pay, Effective ~~December 25, 2012~~ January 4, 2012<sup>49</sup>.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance-Machinist	<del>57.07</del> 44.18	<del>58.95</del> 45.64	<del>60.84</del> 47.10	<del>63.35</del> 49.05				
Hydroelectric Maintenance-Machinist Apprentice	<del>43.08</del> 33.35	<del>45.61</del> 35.31	<del>48.15</del> 37.28	<del>50.68</del> 39.24	<del>53.21</del> 41.20	<del>55.75</del> 43.16	<del>58.28</del> 45.13	<del>60.82</del> 47.09
Hydroelectric Maintenance-Machinist Crew Chief	<del>68.38</del> 52.94	<del>70.58</del> 54.64	<del>73.49</del> 56.90					
Machinist Specialist	<del>37.53</del> 31.95	<del>39.15</del> 33.34	<del>40.76</del> 34.71					
Machinist, Journeyworker In-Charge	<del>64.85</del> 55.23							
Station Maintenance Machinist-Crew Chief	<del>49.06</del> 43.53	<del>51.15</del> 45.19	<del>46.96</del>					
Station Maintenance Machinist	<del>56.22</del> 37.99	<del>58.37</del> 39.60	<del>60.65</del>					
Station Maintenance-Machinist, Senior	<del>52.11</del> 40.34	<del>54.35</del> 42.08						
Utility Systems Maintenance-Technician	<del>41.71</del> 32.29	<del>43.28</del> 33.51	<del>45.01</del> 34.85					
Utility Systems Maintenance-Technician, Senior	<del>44.14</del> 34.17	<del>45.82</del> 35.17	<del>47.64</del> 36.88					
Column 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Sys Maintenance Tech, Sr	44.14	45.82	47.64					
Util Sys Maintenance Tech	41.71	43.28	45.01					
Stat Maintenance Mach, Sr	52.11	54.35						
Stat Maintenance Mach CC	56.22	58.37	60.65					
Stat Maintenance Mach	49.06	51.15						
Mach, Jrnywkr In Charge	71.33							
Mach Spec	41.28	43.06	44.84					



Hydroelec Maint Mach CC	68.38	70.58	73.49					
Hydroelec Maint Mach Aprn	43.08	45.61	48.15	50.68	53.21	55.75	58.28	60.82
Hydroelec Maint Mach	57.07	58.95	60.84	63.35				

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months  
Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months  
Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months  
Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months  
Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months  
Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months  
Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months  
Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

### A.1.3 Hourly Rates of Pay, Effective January 36, 20251.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance-Machinist	TBD	TBD	TBD	TBD				
Hydroelectric Maintenance-Machinist Apprentice	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Hydroelectric Maintenance-Machinist Crew Chief	TBD	TBD	TBD					
Machinist Specialist	TBD	TBD	TBD					
Machinist, Journeyworker In-Charge	TBD							
Station Maintenance-Machinist-Crew Chief	TBD	TBD	TBD					
Station Maintenance-Machinist	TBD	TBD						
Station Maintenance-Machinist, Senior	TBD	TBD						
Utility Systems Maintenance-Technician	TBD	TBD	TBD					
Utility Systems Maintenance-Technician, Senior	TBD	TBD	TBD					
Column1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Sysys Maint Tech,Sr	46.35	48.11	50.02					
Util Sysys Maint Tech	43.80	45.45	47.26					
Stat Maint Mach,Sr	54.71	57.07						
Stat Maint Mach CC	59.03	61.29	63.68					
Stat Maint Mach	51.52	53.71						
Mach,Jrnywkr In Charge	74.90							
Mach Spec	43.34	45.22	47.08					

International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79  
Effective January 1, 2023+9 through December 31, 2025+

Hydroelec Maint Mach CC	71.80	74.11	77.17					
Hydroelec Maint Mach Aprn	45.23	47.89	50.56	53.21	55.87	58.54	61.19	63.86
Hydroelec Maint Mach	59.92	61.90	63.89	66.52				

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

### ~~Hourly Rates of Pay, Effective January 10, 2026.~~

#### A.1.2

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	TBD	TBD	TBD	TBD				
Hydroelectric Maintenance Machinist Apprentice	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Hydroelectric Maintenance Machinist Crew Chief	TBD	TBD	TBD					
Machinist Specialist	TBD	TBD	TBD					
Machinist, Journeyworker In-Charge	TBD							
Station Maintenance Machinist Crew Chief	TBD	TBD	TBD					
Station Maintenance Machinist	TBD	TBD						

Station Maintenance-Machinist, Senior	TBD	TBD						
Utility Systems Maintenance-Technician	TBD	TBD	TBD					
Utility Systems Maintenance-Technician, Senior	TBD	TBD	TBD					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary [starting at Step 2].

- A.1.4 Assignment of the appropriate Hourly Rates of Pay (pay steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- ~~A.1~~A.2 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.
- ~~A.2~~A.3 Accommodations shall be provided to an employee who is assigned to work out of town.
- ~~A.3~~A.4 City Light Out-of-Town Rules: When an employee, crews or any part of a crew or crews, regularly assigned to an area (Seattle, Skagit, Boundary) is or are to be shifted to any location outside their regularly assigned area (Seattle, Skagit or Boundary) to perform a specific job, the following conditions shall prevail:
- A.4.1 Adequate board and lodging shall be furnished by the Department.
- A.4.2 Time consumed in traveling to and from the regularly assigned area and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.
- A.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established if necessary, in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided, however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.
- A.4.4 An employee regularly assigned to the Seattle distribution area, Skagit or Boundary projects shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of computation shall always be the preceding ninety (90) working days from the present date.

- A.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside their area, except in an extreme emergency.
- A.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.
- A.4.7 In the City Light Department, when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, during the overhaul of hydroelectric generators and turbines, one Machinist, Hydroelectric Maintenance shall be assigned "In-Charge" by the City and shall be compensated at a rate of Machinist Journeyworker In- Charge while acting in this capacity. This is to be effective only when the Crew Chief or Generation Supervisor is absent from that specific job site for more than two (2) consecutive hours. This title and rate of pay may be assigned under "other" conditions as determined by management. During this assignment, the Hydroelectric Maintenance Machinist designated as Machinist Journeyworker In-Charge will continue to be a working member of the crew. This understanding shall not affect the working conditions of the Hydroelectric Maintenance Machinist Crew Chief assigned to the Seattle Shops.
- A.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons and/or bib overalls.
- A.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top-pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.
- A.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

~~A.8 — Fleets and Administrative Services: Effective December 01, 1999, employees classified and working full time as Station Maintenance Machinist (including Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred and fifty dollars (\$250.00). A like payment shall be made on the first pay date following a full pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.~~

A.9A.8 Meal Allowances: Employees working at the Skagit and Boundary facilities are eligible for overtime meal allowances as provided in Article 5, Section 5.4. The allowance rate will change as the Runzheimer rate is changed and published by the City of Seattle Department of Finance.

A.10A.9 Shift Premium Pay: Effective January 1, 2023, A an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$10.725 per hour	\$1.0075 per hour

~~A.10.1 — Effective December 25, 2019, an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:~~

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

Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for shift premium pay as provided herein.

~~A.10.2~~A.9.1 The shift premiums shall apply to time worked as opposed to time off with pay and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay and other forms of paid time off. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate. Shift differential shall be paid only outside of the established day shift work schedule.

~~A.11~~A.10 If new travel arrangements involving the concept of base location are adopted into the IBEW, Local 77 - City Light Agreement as a result of Labor- Management discussions in 1999 or later, then the Union agrees to enter into similar Labor-Management

discussions with the City and City Light for the purpose of conforming to those changes and amending this Appendix.

- ~~A.12~~A.11 Employees covered by this Appendix who are required to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees, when so assigned, shall receive an additional one (1) hour of compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.



## APPENDIX B

### Janus Memorandum of Understanding (MOU)

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

MEMORANDUM OF UNDERSTANDING  
By and Between THE CITY OF SEATTLE  
and  
COALITION OF CITY UNIONS  
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as “Coalition of City Unions”) to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as “City;” together the City and this Coalition of City Unions shall be referred to as “the Parties”); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen’s Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals’ Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79&289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers’ Guild; the Seattle Police Management Association; and the Seattle Police Officers’ Guild.

## **Background**

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

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

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

## **Agreements**

### **Section A. Amended Union Dues and Membership Language**

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

#### **Article X - Union Engagement and Payroll Deductions**

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker’s Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee’s normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City’s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle,

including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.
2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with

departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.

4. This agreement is specific and limited to the referenced demand to bargain and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.
6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargain filed as a result of the Janus v. AFSCME Supreme Court decision.

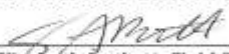
FOR THE CITY OF SEATTLE:

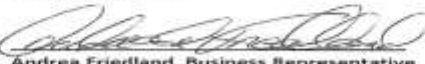
  
Jenny A. Durkin,  
Mayor

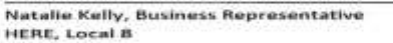
  
Bobby Humes  
Interim Seattle Human Resources Director

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

SIGNATORY UNIONS:

  
Elizabeth Rockett, Field Representative  
IU Painters and Allied Trades,  
District Council #5

  
Andrea Friedland, Business Representative  
IATSE, Local 15

  
Natalie Kelly, Business Representative  
HERE, Local 8

  
Amy Bowles, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support

Coalition of City Unions  
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Ray Sugarman, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support


  
Mark Watson, Union Representative  
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083  
& Local 21-PA Assistant


  
Kurt Swanson, Business Representative  
UA Plumbers and Pipefitters Local 32

  
Kal Rohde, Business Representative  
Sheet Metal Workers, Local 66

  
John Searcy, Secretary-Treasurer  
Teamsters, Local 167, ICC and Community  
Service Officers & Evidence Warehouse

  
Shaun Van-Eyk, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support, &  
Probation Counselors

  
Steven Pray, Union Representative  
PTE, Local 17  
Professional, Technical, Senior Business,  
Senior Professional Administrative Support, &  
Probation Counselors

  
Janet Lewis, Business Representative  
IBEW, Local 46

  
Brian Self, Business Representative  
Boilermakers Union, Local 164

  
Mike Bolling, Business Representative  
IU Operating Engineers, Local 286

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Brandon Hemming, Business Representative  
IAMAW, District Lodge 160, Local 289  
& 79



Ian Gordon, Business Manager  
PSIE, Local 1239 and Local 1239 Security  
Officers (JCC); Local 1239 Recreation Unit



Dave Quinn, Business Representative  
Pacific Northwest Regional Council of  
Carpenters



Michael Cunningham, President  
Seattle Police Dispatchers' Guild



Scott Bachler, President  
Seattle Police Management Association

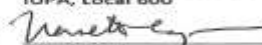


Scott A. Sullivan, Secretary-Treasurer  
Teamsters, Local 763; JCC

Peter Hart, Regional Director  
Inland Boatmen's Union of the Pacific



Scott Fuquay, President  
Seattle Municipal Court Marshals' Guild  
IUPA, Local 600



Nanette Toyoshima, President  
SPEOG, Seattle Parking Enforcement Officers'  
Guild



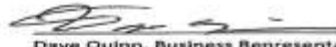
Kevin Stuckey, President  
Seattle Police Officers' Guild

Coalition of City Unions  
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Brandon Hemming, Business Representative  
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Coalition of City Unions  
Memorandum of Understanding

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## Legislation Text

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**File #:** CB 120981, **Version:** 2

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### **CITY OF SEATTLE**

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

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

AN ORDINANCE relating to regular property taxes; requesting that a special election be held concurrent with the November 4, 2025 general election for submission to the qualified electors of the City, a proposition to lift the limit on regular property taxes under chapter 84.55 RCW and to authorize the City to levy additional taxes for up to six years for the purpose of providing education support services designed to improve access to early learning, including childcare and preschool; academic, health, and safety supports for K-12 students; and college and career pathways for Seattle students; applying the exemption for low income seniors, disabled veterans, and others authorized by RCW 84.36.381; authorizing a creation of a designated fund; directing the application of levy proceeds; establishing eligibility requirements for partners; establishing accountability and reporting structures; requiring a forthcoming Implementation and Evaluation Plan; proposing a ballot title; authorizing the implementation of agreements for this levy lid lift which will be commonly known as the Families, Education, Preschool, and Promise Levy; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (City) envisions a community where every child has access to the resources to be ready to start kindergarten, ready to learn, and ready to launch into a career, and where students are healthy and safe; and

WHEREAS, affordability is a concern for many Seattle families with children; and

WHEREAS, the Seattle Department of Education and Early Learning currently administers the Families, Education, Preschool, and Promise (FEPP) Levy and is responsible for developing the City's education policy and investment strategy for levy funds to help children and youth succeed through increased access to affordable childcare and preschool; academic, health, and safety supports for K-12 students; and college and career pathways; and

WHEREAS, Seattle voters previously approved four separate seven-year property tax lid lifts, each known as the Families and Education Levy, in 1990, 1997, 2004, and 2011; and



WHEREAS, in 2014, Seattle voters approved a four-year Seattle Preschool Levy to provide Seattle children with accessible preschool services designed to improve their readiness for school and to support their subsequent academic achievement; and

WHEREAS, in 2018, Seattle voters approved a seven-year property tax lid lift, known as the FEPP Levy, to invest in Seattle children, students, and families to increase access to opportunities across the education continuum; and

WHEREAS, for a family in King County, the median cost for childcare in a childcare center ranges from four percent to 25 percent of median family income, depending on the type of center. The cost of care for infants, toddlers and preschoolers often exceeds the seven percent of household income threshold recommended by the federal Administration for Children and Families, within the Department of Health and Human Services; and

WHEREAS, the Seattle Preschool Program has earned a CityHealth Gold Medal in High-Quality, Accessible Pre-K for the last three years (2022-2024). This recognition is given to preschool programs that meet at least nine of ten National Institute for Early Education Research quality benchmarks around teacher qualifications, class size, staff trainings and supports, quality improvement systems, and health screenings; and

WHEREAS, K-12 students continue to struggle, both academically and socially, from loss of learning and mental health challenges associated with the global COVID-19 pandemic, and need academic and comprehensive support services to aid in academic achievement; and

WHEREAS, students can readily get their medical and mental health care needs met when access to that care is provided at their school; and

WHEREAS, safe school environments improve academic performance and health behaviors; and

WHEREAS, proceeds from the FEPP Levy are supplemental to the basic education financed by the State of Washington and the Seattle School District levies, and do not displace, or reduce, state or School

District funding for the Seattle School District; and

WHEREAS, since its inception in 2018, the Seattle Promise program has exceeded its enrollment projection, and according to the most recent available data, the program's graduation rate exceeded the national average; and

WHEREAS, in 2023, the Washington Student Achievement Council projected that by 2031, 72 percent of all job applicants will need to have a post-secondary degree and 33 percent of all job vacancies in Washington State will require an associate's degree or trade certificate; and

WHEREAS, to maintain its competitiveness, retain existing employers, and attract new industries with family-wage jobs, Seattle needs to provide a well-educated, well-trained workforce with the advanced skills and abilities needed to compete in the 21st century; and

WHEREAS, in addition to socioeconomic disparities, other factors, such as a lack of access to quality early childhood and K-12 education, patterns of residential and school segregation, and state policies could also have a negative impact on student achievement; and

WHEREAS, the public school system alone cannot address all barriers to student success, and because Seattle residents support the economic, social, and civic well-being of the City, supplemental funding provided through the FEPP Levy serves a legitimate City purpose; and

WHEREAS, the collection of taxes from the current FEPP Levy will end in 2025, and services funded by the levy will end unless a new levy is authorized; and

WHEREAS, the Mayor recommends the City place on the November 4, 2025 ballot a measure to replace the expiring FEPP Levy, and replace it with a new six-year FEPP Levy; NOW, THEREFORE,

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

Section 1. Findings and declarations. The City Council finds and declares:

A. Seattle's children are its future, and the quality of that future depends on providing children and their families with equitable and consistent access to educational services and supports.

B. Seattle needs an educated population that is actively engaged in its civic life and contributes to the economic and social well-being of the City.

C. Research findings have underscored the importance of quality early childhood education by identifying critical periods when a child's brain development facilitates the acquisition of certain skills, such as language and the need to capitalize on learning opportunities and social experiences. Children acquire a larger vocabulary and stronger language skills if exposed to adults with larger vocabularies.

D. The Child Care Assistance Program supports families not served by existing state and county subsidy programs. In 2024, this program supported 684 children below 94 percent state median income (SMI). The Seattle Preschool Program (SPP) served 2,182 students in the 2023-24 school year, 69 percent of whom qualified for a full subsidy with household income below 94 percent SMI. SPP is on track to serve 2,500 children in the final year of the expiring levy (2025-26 school year).

E. Participation in quality public preschool has positive effects on children's school experiences by reducing the demand for grade repetition, special education placement, mental health services, judicial system involvement, and unemployment support. Quality preschool focuses on comprehensive social, emotional, and cognitive skill development; health and nutrition support; and partnerships with families and elementary schools. Researchers have calculated a seven-to-ten percent return on investment for high-quality preschool.

F. In 2024, external evaluators found positive impacts of SPP participation on elementary school academic performance: SPP participants performed between 18 and 29 percentile points higher on kindergarten readiness and third grade math and reading assessments than demographically similar children who attended state-funded preschools.

G. The 2018 FEPP Levy funded K-12 academic, health, and comprehensive support services for 19,450 students citywide in the 2023-24 school year. More than 76 percent of youth served by community-based programs self-reported growth in skills such as leadership, collaboration, communications, and social emotional skills.

H. Research shows that school-based health centers (SBHCs) improve student health and emotional wellbeing and that these in turn aid academic performance by increasing school attendance rates and student grade point averages over time. Furthermore, adolescents are 21 times more likely to access mental health services at SBHCs than community-based clinics.

I. K-12 SBHCs served 17,762 students at 29 schools in the 2023-24 school year, providing access to free comprehensive medical services such as immunizations, physicals, treatment for acute and chronic illness, reproductive health care, and mental health counseling and referral.

J. In the fall of 2023, 892 Seattle public high school students enrolled in the Seattle Promise Program. As of 2023, there have been more than 900 Seattle Promise graduates. According to the most recent available data, the program's graduation rate exceeded the national average.

K. There is a demonstrable need to continue the City's investment in affordable childcare and preschool; academic, health and safety supports for K-12 students; and college and career pathways, funded by regular property taxes. This need requires submission of a proposition authorizing a six-year regular property tax levy in excess of the levy limitations in chapter 84.55 RCW. The proposition should be submitted to the qualified electors of The City of Seattle at a special election to be held in conjunction with the general election on November 4, 2025.

Section 2. Statement of policy. It is the paramount duty of the State "to make ample provision for the education of all students." Education institutions, including the Seattle School District, are directly responsible for providing a quality education for all students. To further support student academic achievement, government, business, community members, and families must also work together to advance the success of Seattle students.

A. Priorities for levy funding

1. Invest in Seattle's children, youth, and families to increase affordability of and equitable access to: childcare and preschool; academic, health, and safety supports for K-12 students, including expanded

learning opportunities; comprehensive support services; and college and career pathways.

2. Establish agreements with childcare and early learning providers, the Seattle School District, Public Health-Seattle & King County, Seattle Colleges, community-based organizations, and other institutional partners to implement services and ensure investment oversight and evaluation toward goals and outcomes.

3. Implement evidence-based strategies and best practices to improve the quality of service and/or maintain high-quality services.

4. Provide training and coaching opportunities to continuously improve service delivery and program instruction, quality, and operations.

#### B. Implementation principles

1. Prioritize investments to reach children, youth, and families, increase access to services for historically excluded communities, and achieve levy outcomes that advance educational equity.

2. Partner with community, cultural, and language-based organizations to provide academic and/or comprehensive support services.

3. Ensure that safety investments prioritize addressing the root causes of violence and nonpunitive approaches, including but not limited to restorative practices.

4. Ensure levy proceeds are supplemental and complementary to existing non-City public funding structures and services; funding is never to be used to supplant state-mandated services.

5. Implement competitive processes to identify qualified organizations to partner with the City to deliver services to children, youth, and families.

6. Implement accountability structures based on student outcomes, performance-based agreements, performance-based awards, and practice continuous quality improvement.

7. Report annually on investments, access to services, and progress toward achieving levy outcomes and meeting contractual obligations, such as sharing of performance metrics and data.

Section 3. Definitions. As used in this ordinance:

A. “Access” means ability to obtain or apply for an available service or program despite geographical, financial, structural, social, or cultural barriers.

B. “Childcare” means the care and education of a child while the child’s parent or guardian is in school, or at or pursuing work.

C. “City” means The City of Seattle.

D. “College and career pathways” means education and/or job training beyond K-12 schooling including apprenticeships, trades, certificate programs, and post-secondary degrees.

E. “Community-based organization” means a public or private organization with demonstrated ability that is representative of a community or significant segments of a community and provides educational or related services to individuals in the community.

F. “Comprehensive support services” means non-academic supports to youth and families for basic needs, safe learning environments, and child and youth development.

G. “Education-support services” means the programs and activities referred to in Section 6 of this ordinance.

H. “Education-support services funding” means not less than \$1.2583 billion of the increased levy amount over six years, resulting from this ordinance’s passage.

I. “Expanded learning opportunities” means before-school, after-school, summer, and school break programs that create access to year-round learning, and youth development programs that foster college and career readiness through activities such as tutoring, mentoring, social and emotional learning, project-based learning, science, technology, engineering, arts, and math, family engagement, and culturally responsive supports.

J. “Kindergarten ready” means children who are equipped with the knowledge and skills deemed to be essential for success in kindergarten, as measured by the Washington Kindergarten Inventory of Developing Skills (WaKIDS).

K. “Post-secondary” means education beyond K-12 schooling, including apprenticeships, trade certificates, or an associate’s or four-year college degree.

L. “Preschool” means an organized education program provided to children below the age and grade level at which the State provides free public education for all.

M. “Proceeds” means that portion of regular property taxes levied and collected as authorized by voter approval pursuant to this ordinance that are above the limits on levies provided for in RCW 84.55.010, and all interest and other earnings derived from that portion of the levy.

N. “Public Health-Seattle & King County” means the government agency that oversees public health for the King County Metro area in the State of Washington.

O. “Qualified,” when used outside the term “qualified electors,” means officially recognized as being trained to perform a particular job, or certified.

P. “School-based health centers” means school-based facilities that offer, comprehensive medical and physical health, mental health, oral health, and health promotion services provided by qualified health care professionals before, during, and after school.

Q. “Seattle Colleges” means the Seattle Colleges District, a multi-college district that includes South Seattle College, Seattle Central College, and North Seattle College.

R. “Seattle School District” means Seattle School District No. 1.

Section 4. Levy of regular property taxes - Submittal. The City submits to the qualified electors of the City a proposition as authorized by RCW 84.55.050 to exceed the levy limitation on regular property taxes contained in RCW 84.55.010, for property taxes levied in 2025 through 2030 for collection in 2026 through 2031, respectively. The proposition shall be limited so that the City shall not levy more than a total tax rate of \$3.02 per \$1,000 of assessed value in the first year, representing an additional tax rate of \$0.72 per \$1,000 of assessed value in the first year. The proposition is expected to raise approximately \$1.2583 billion in aggregate over six years for education-support services funding used to provide education-support services for Seattle

children, youth, and families. The levy amount in the first year shall be used to determine subsequent years' allowable regular levy limit in accordance with chapter 84.55 RCW. Amounts collected in excess of the education-support services funding amount are available for other City purposes for which the City's regular levy may be applied. In accordance with RCW 84.36.381 and RCW 84.55.050, the City will exempt seniors, veterans with disabilities, or other persons with disabilities who qualify under RCW 84.36.381 from the increased levy amount resulting from the proposition's passage. Pursuant to RCW 84.55.050(4), the maximum regular property taxes that may be levied in 2031 for collection in 2032 and in later years shall be computed as if the levy lid in RCW 84.55.010 had not been lifted under this ordinance.

Section 5. Application of proceeds. Unless otherwise directed by ordinance, proceeds shall be deposited in a hereafter established fund, the 2025 Families, Education, Preschool, and Promise Fund. The City's Director of Finance shall administer the Fund. Proceeds may be temporarily deposited or invested in such a manner as may be lawful for the investment of City money, and interest and other earnings shall be used for the same purposes as the proceeds.

The City is authorized to reallocate within a budget year unexpended and unencumbered funds from one core strategy to another by making operating budget transfers consistent with Section 3.14.220 of the Seattle Municipal Code. If outside funds become available to help support one or more of these core strategies, or if outside funds are revoked, then funds may be reallocated to other core strategies.

Section 6. Education-support services. Services funded by proceeds are intended to increase access and delivery of childcare and preschool; academic, health, and safety supports for K-12 students; college and career pathways; and comprehensive support services. Levy investments shall be guided by the Statement of Policy, Priorities for Levy Funding, and Implementation Principles set out in Section 2 of this ordinance. Initially, these core strategies will be pursued through education-support services that include:

A. Early childhood. Major program elements are intended to increase access to affordable childcare and preschool for Seattle children and their families, with services that may include, but are not limited to: financial



support for families, childcare and preschool operating costs, facilities grants, and financial supports for early childhood workers such as, training, coaching, education, and employment incentives, and early childhood health and development services such as home-visiting programs. Services may also include home nurse programs that offer prenatal support. Services may further include a feasibility study to explore universal citywide preschool.

B. K-12 student supports. Major program elements are intended to increase Seattle student college and career readiness, with services that may include, but are not limited to: expanded learning opportunities including year-round, out-of-school time activities; environmental learning programs; academic tutoring, mentoring, and case management; social, emotional, and behavioral skill building; culturally-responsive programming and family engagement activities; college and job readiness activities and college admissions supports; job exploration activities; and advising and guidance related to college and career.

C. K-12 health and safety. Major program elements are intended to increase Seattle student physical and mental wellness, with services that may include, but are not limited to: comprehensive primary medical care, mental health care, oral health care, health education, care coordination, facilities grants, connection and referral to community supports, food assistance, afterschool programming for at-risk youth, violence prevention, and outreach.

D. College and career supports. Major program elements are intended to increase Seattle student completion of post-secondary degree and/or career pathway opportunities, including the trades, with services that may include, but are not limited to: academic preparation and application, retention, transfer supports, and financial assistance. Services may also include support for foster care youth transitioning to adulthood. Career pathway opportunities that may be supported include, but are not limited to: the trades, public sector careers, such as those with the Seattle Fire Department or Seattle Police Department; and information technology careers that utilize digital skills in coding, software engineering, and computer programming languages that in high

demand by major technology sector employers around the region, which currently include Java, JavaScript, and Python.

In the annual City budget or by separate ordinance, the City shall determine from year-to-year the education-support services and funding allocations that will most effectively achieve levy priorities and outcomes.

Section 7. Implementation and evaluation plan. An Implementation and Evaluation Plan (“Plan”) shall be approved by ordinance. The Plan may also be amended by ordinance. The Plan shall set forth the following: priority criteria, including type of educational support; methodology, and process by which these levy-funded strategies will be selected; and the procedure for regularly monitoring and evaluating overall impacts and outcomes of each of the individual investments.

The Department of Education and Early Learning (DEEL) shall create the Plan in collaboration with the Executive and the City Council. DEEL will partner with associated stakeholders including, but not limited to, City departments, the Seattle School District, Seattle Colleges, Public Health-Seattle & King County, students, families, educators, community-based organizations, cultural- and language-based organizations, other governmental entities, and other educational institutions. The plan shall include a summary of stakeholders consulted.

The Plan shall be submitted to the City Council for its approval. Funds collected by levy shall be spent in accordance with the terms of the Implementation and Evaluation Plan. Until the new Implementation and Evaluation Plan is approved by the City Council, the criteria, guidelines, and requirements contained in the most-recently approved plan shall remain in effect, unless otherwise provided by ordinance.

Section 8. Accountability and reporting. Upon voter approval of the ballot proposition submitted by this ordinance, there is established an Oversight Committee (Committee) to advise and make recommendations to the Mayor and City Council on levy-supported programs and activities and to monitor for transparency and accountability.

A. The Committee shall review an annual report of levy outcomes and indicators, monitor program implementation and evaluation of progress in meeting levy-intended priorities and goals, and advise on proposed course corrections.

B. The Committee shall consist of 17 members whose composition will include the Mayor, the chair of the City Council's committee with oversight of education programs, the Superintendent of the Seattle School District, a member of the Seattle School Board, the Chancellor of Seattle Colleges, and 12 appointed members with a nexus to Seattle. The Mayor and the City Council shall each appoint six of the committee members. All members appointed by the Mayor shall be confirmed by the City Council.

C. The appointed members shall be appointed to staggered two-year terms, with the option of an additional term subject to reappointment. Upon the resignation, retirement, death, incapacity, or removal of a Committee member, the authority appointing of such member may appoint a replacement for the balance of the term. The appointing authority may remove any member for good cause, such as unexcused absences from two or more consecutive meetings.

D. The appointed members should have professional, personal, or research experience associated with the growth and development of children, including student academic achievement and post-secondary and job opportunities. The City may develop specified positions that establish the desired areas of expertise for each appointed citizen committee member, split evenly between the Mayor and City Council, in the Plan referenced in Section 7 of this ordinance. The City will also seek candidates to serve on the Committee who understand, have experience working with, and represent historically underserved groups including African American/Black, Hispanic/Latino, Native American, Pacific Islanders, underserved Asian populations, other students of color, refugee and immigrant, homeless, and LGBTQIA+ students.

E. At all times no more than five Committee members shall be an officer, director, board member, trustee, partner, or employee of an entity that receives or competes for funding under this ordinance; or be an immediate family member of, or an individual residing with, an officer, director, board member, trustee,

partner, or employee of an entity that receives or competes for funding under this ordinance; or be a person seeking or having an arrangement concerning future employment with an entity that receives or competes for funding under this ordinance. For the purposes of this ordinance an individual's "immediate family" means an individual's spouse or domestic partner, child, child of a spouse or domestic partner, sibling, sibling of a domestic partner, brother-in-law, sister-in-law, parent, parent of a spouse or domestic partner, a person for whom the individual is a legal guardian, or a person claimed as a dependent on the individual's most recently filed federal income tax return. Subject to the preceding sentence and applicable law, an individual serving as an officer, director, board member, trustee, partner or employee of an entity that receives or competes for funding under this ordinance, or who has an interest in such an entity, shall not thereby be disqualified from serving on the Committee, but shall fully disclose any such relationships and shall not vote on any matter that directly involves the interests of such entity. For purposes of this section, "entity" does not include a City department or office. The provisions of this section are in addition to the requirements of Chapter 4.16 of the Seattle Municipal Code.

F. The Mayor and the chair of the City Council's committee with oversight of education programs, or their respective designees, will co-chair the Committee. The Oversight Committee may adopt rules for its own procedures, covering topics such as quorum requirements, and the frequency of meetings.

G. Meetings of the Oversight Committee will be open to the public consistent with the Open Public Meetings Act, chapter 42.30 RCW. The Committee will convene beginning January 2026. DEEL shall provide staff and logistical support for the Committee. The appointed members may be eligible for some reimbursement costs pertaining to in-person participation, such as parking, at the discretion of the Director of Education. Members shall serve without pay, with respect to duties as assigned by the Committee. The Committee shall continue in existence through December 31, 2032.

H. Any committees created by expired levies covering the same subject matter as the levy created by this ordinance are terminated.

Section 9. Agreements with public agencies. The Director of Education is authorized to enter agreements for education-support services with public entities such as the Seattle Public School District, Seattle Colleges, Public Health-Seattle & King County, and the State of Washington. The Director of Education is also authorized to enter agreements with non-public entities for the education-support services using an advertised process, such as a request for proposals or qualifications, except in case of emergency as determined by the Executive or when the Director of Education determines that a process is not feasible because the services are only available from one source or are impracticable to solicit. When an exception to an advertised process is used to enter an agreement with a non-public entity, the Director of Education shall include a written explanation of the determination of exceptional circumstances with the agreement.

All City agreements for education-support services shall cover items including, but not limited to, the specific service provided, standards for delivery of services, intended outcomes, performance metrics and data sharing requirements on an annual basis to determine program evaluations and course corrections. These City agreements will also require the contracting entities to comply with all then applicable requirements for non-discrimination in employment in federal, state, and City laws and regulations. All City agreements funded by the proceeds will stipulate that no assurances are made of continuation beyond the 2026-32 school years after the levy lid lift authorized by the voters has expired.

Section 10. Election - Ballot title. The City Council directs the City Clerk to file this ordinance with the Director of Elections of King County, Washington, as ex officio supervisor of elections, requesting the Director of Elections to call and conduct a special election in the City in conjunction with the state general election to be held on November 4, 2025, for the purpose of submitting to the qualified electors of the City the proposition set forth in this ordinance. The City Clerk is directed to certify to the King County Director of Elections the ballot title approved by the City Attorney in accordance with their responsibilities under RCW 29A.36.071. The following ballot title is submitted to the City Attorney for consideration:

THE CITY OF SEATTLE

PROPOSITION NO. 1

Families, Education, Preschool, and Promise Levy

The Seattle City Council adopted Ordinance No. XXXXX concerning replacing an expiring levy to fund education support services.

The City of Seattle's Proposition 1 would replace an expiring levy, funding childcare and preschool; academic, health, and safety supports for K-12 students; college and job readiness; and other supports, as provided in Ordinance XXXXX.

It authorizes a six-year levy for collection beginning in 2026 of an additional \$0.72/\$1,000 of assessed value, for a maximum total levy rate of \$3.02. 2026's amount will be the base for subsequent levies through 2031. RCW 84.36.381's senior citizens and disabled persons exemption applies.

Should this levy be approved?

Yes

No

Section 11. Ratification. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 12. Severability. 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 13. Those portions of this ordinance providing for the submission of a ballot proposition to the voters shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070. Those portions of this ordinance that are dependent upon voter approval of said

ballot proposition shall take effect in accordance with applicable law.

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)



## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
DEEL/CBO	Amanda Stoddard	Sarah Burtner

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to regular property taxes; requesting that a special election be held concurrent with the November 4, 2025 general election for submission to the qualified electors of the City, a proposition to lift the limit on regular property taxes under chapter 84.55 RCW and to authorize the City to levy additional taxes for up to six years for the purpose of providing education support services designed to improve access to early learning, including childcare and preschool; academic, health, and safety supports for K-12 students; and college and career pathways for Seattle students; applying the exemption for low income seniors, disabled veterans, and others authorized by RCW 84.36.381; authorizing a creation of a designated fund; directing the application of levy proceeds; establishing eligibility requirements for partners; establishing accountability and reporting structures; requiring a forthcoming Implementation and Evaluation Plan; proposing a ballot title; authorizing the implementation of agreements for this levy lid lift which will be commonly known as the Families, Education, Preschool, and Promise Levy; and ratifying and confirming certain prior acts.

#### **Summary and Background of the Legislation:**

The proposed ordinance would submit a \$1.2583 billion, six-year Families, Education, Preschool, and Promise (FEPP) Levy to Seattle voters for approval in November 2025. The proposed Levy would be raised under the provisions of RCW 84.55.050, which allows a city to obtain voter approval to exceed the “lid” on regular property taxes for any purposes.

The Mayor’s FEPP Levy proposal is projected to invest \$1.330 billion for six years beginning in 2026. Of that amount, only \$1.2583 billion will be levied as there exists other funding sources which offset costs (Summary Attachment 1). The levy would have an average annual property tax impact of \$0.61 per \$1,000 of assessed value and cost the median assessed valued residence of \$1,079,553 approximately \$656 per year (Summary Attachment 2).

The 2025 FEPP Levy will invest in Seattle’s children, youth, and families to increase affordability of and access to childcare and preschool; academic, health, and safety supports for K-12 students, including expanded learning opportunities; comprehensive support services; and college and career pathways. Signature investments include the Child Care Assistance Program, Seattle Preschool Program, School Based Health Centers, and the Seattle Promise program. Investments in K-12 student academic, out-of-school time, and safety supports are also funded. Together, these investments help ensure every child has the resources to be ready to start, ready to learn, and ready to launch.

This continuum of investments is comprised of four strategies: Early Childhood, K-12 Education Supports, K-12 Health & Safety, and College and Career.

- 1) **Early Childhood.** The proposed FEPP levy invests \$658.2 million to sustain and expand supports for childcare access through the Child Care Assistance Program (CCAP) and kindergarten readiness through the Seattle Preschool Program (SPP). This investment continues the City’s commitment to accelerate early childhood development and readiness to start school strong.
- 2) **K-12 Education Supports:** The proposed FEPP Levy invests \$275.6 million to maintain supports for K-12 students. This investment continues the City’s commitment to accelerate student learning and promote college and career readiness.
- 3) **K-12 Health & Safety:** The City recognizes the importance of accessible healthcare for our students and will invest \$235.1 million to continue and expand services. The K-12 Health & Safety investment area includes funding for School Based Health Centers, strategies to promote positive youth mental health outcomes, and student safety supports.
- 4) **College and Career:** The proposed FEPP Levy invests \$82.4 million to sustain and expand Seattle Promise and career pathway programs. The Seattle Promise investment continues the City’s commitment to postsecondary access and affordability. Career pathways investments include funding for the Path to UW program and programs to increase local qualified educators and skilled trades/technical workers.
- 5) **Leadership & Administration:** The proposed FEPP levy includes \$78.6 million to maintain department administration and operations.

**Background:** Seattle voters have approved six levies dating back to 1990, all with consistent focus on early childhood development and K-12 student academic, out-of-school time, and health supports. The 2014 SPP Levy established the City’s preschool program, whereas the 2018 FEPP Levy established the Seattle Promise program and formally expanded DEEL’s scope into postsecondary and career investments.

Prior City of Seattle child and education levies had the following amounts and duration:

- 1990: \$69.2 million (seven-year)
- 1997: \$69.0 million (seven-year)
- 2004: \$116.8 million (seven-year)
- 2011: \$231.5 million (seven-year)
- 2014: \$58 million (four-year)
- 2018: \$619 million (seven-year)

#### Background on levy lid lifts

Per RCW 84.55.010 the Council may not increase regular property taxes above 1% without a vote of the people. RCW 84.55.050 allows a city to place on the ballot and obtain voter approval to exceed this 1% “lid” on regular property taxes for any purposes and may limit the purpose, amount and duration of any such levy. It further, in accordance with RCW 84.36.381, allows the Council to identify in the authorizing ordinance of a levy lid lift that the levy will be subject to the low-income senior, disabled retiree and disabled veteran property tax exemption.

## 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?

No. If the levy is adopted, the passage of the levy will result in an increase in revenues and expenditures for the next six years; these costs are summarized in the Fiscal Note Attachments section below.

☐ Yes ☒ No

See Summary Attachment 1 – FEPP Levy Projected Expenditures and Revenues.

### 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.

If this legislation and ballot measure do not pass, the City will lose its funding source for a number of critical investments: 1) childcare subsidies for low- and medium-income families with children ages 0-12; 2) Seattle Preschool Program access for three- and four-year-olds; 3) School Based Health Centers which provide critical physical, mental, and oral health services; 4) grants to SPS and community-based organizations to provide youth access to academic and out-of-school time supports; and 5) Seattle Promise and educator career investments.

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

Proposed FEPP Levy proceeds will be administered by DEEL, Seattle Parks and Recreation (SPR), and the Human Services Department (HSD) with labor and non-labor impacts to DEEL, HSD, and SPR.

## 4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

The City Council has established a Select Committee to review the expiring 2018 Families Education Preschool and Promise Levy, investments made and outcomes, and this proposal

for a levy renewal. The committee has scheduled a Public Hearing at 5 p.m. on May 12, 2025.

**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.**

The proposed FEPP Levy intends to help ensure every child has the resources to be ready to start, ready to learn, and ready to launch, so that every child can succeed. Future legislation, including the Implementation and Evaluation Plan, will detail strategies to prioritize resources to children, youth, and families in need of support to meet Levy outcomes. Development of new and expanded investment strategies may utilize the Race and Social Justice Initiative Racial Equity Toolkit.

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

DEEL submits an annual report to the FEPP Levy Oversight Committee that monitors progress toward outcomes for the current 2018 FEPP Levy. This report includes disaggregated participant-level data for headline indicators. The FEPP Levy Year 4 (School Year 2022-2023) report was presented to the Libraries, Education, and Neighborhoods Committee on May 23, 2024. This report indicates that among children and youth participating in FEPP-funded services, opportunity gaps persist across all FEPP headline indicators: kindergarten readiness, K-12 academic achievement, and post-secondary completion. DEEL regularly reviews population-wide performance on the key headline indicators to demonstrate need for continued City investment in education support services.

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

In accordance with Executive Order 2017-10, DEEL partners with the Office of Immigrant and Refugee Affairs to ensure equitable access to information regarding department activities and services. Additional details regarding language access will be included in subsequent annual Language Access Plans submitted to OIRA.

**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.**  
No.
- 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?**  
The proposed FEPP Levy includes programmatic expansions as well as new investments. Future legislation, including an Implementation and Evaluation Plan, will detail long-term and measurable goals for all investments concurrent with request for budget appropriation.

**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 – FEPP Levy Projected Expenditures and Revenues  
Summary Attachment 2 – Levy Rate and Annual Cost to Homeowner

## Attachment 1: FEPP Levy Projected Expenditures and Revenues

### Projected Expenditures (in \$ millions)

Investment	2026	2027	2028	2029	2030	2031	2032	Total
Early Learning	\$56.8	\$98.5	\$103.7	\$109.2	\$114.9	\$120.8	\$54.5	\$658.2
K-12 Education Supports	\$27.8	\$43.0	\$44.4	\$45.7	\$47.1	\$48.5	\$19.0	\$275.6
K-12 Health & Safety	\$23.3	\$34.5	\$37.3	\$38.5	\$39.7	\$40.9	\$20.8	\$235.1
College & Career	\$6.4	\$12.7	\$13.4	\$13.8	\$14.2	\$14.7	\$7.2	\$82.4
Leadership & Administration	\$6.3	\$11.9	\$12.5	\$13.1	\$13.7	\$14.4	\$6.7	\$78.6
<b>Grand Total*</b>	\$120.6	\$200.6	\$211.3	\$220.3	\$229.7	\$239.4	\$108.2	\$1,330.0

\*Total spending excludes revenue offsets (see table below).

### Projected Revenues (in \$ millions)

Revenue Source	2026	2027	2028	2029	2030	2031	2032	Total
Levy Legal Allocation (per Ordinance)	\$209.7	\$209.7	\$209.7	\$209.7	\$209.7	\$209.8	\$0.0	\$1,258.3
Estimated Property Taxes*	\$207.0	\$208.5	\$208.7	\$208.5	\$208.5	\$208.6	\$2.8	\$1,252.7
Estimated SPP Tuition	\$2.8	\$5.8	\$6.0	\$6.2	\$6.4	\$6.6	\$3.3	\$37.1
Estimated FEPP2018 Underspend	\$0.8	\$1.9	\$2.9	\$2.7	\$3.0	\$3.3	\$1.4	\$15.9
Estimated Investment Earnings**	\$2.3	\$4.9	\$4.4	\$4.4	\$3.7	\$2.8	\$1.7	\$24.3
<b>Total Estimated Revenues</b>	\$212.9	\$221.1	\$222.0	\$221.8	\$221.6	\$221.3	\$9.3	\$1,330.0

\*Assumes anticipated cash receipts for 2026-2032

\*\*Annual Investment earning assumptions range from 2.2% to 3.9%

**Notes:** Because many DEEL programs operate on a school-year basis, levy expenditures continue into 2032 for the 2031-2032 school year. The majority of the revenue is projected to be collected in 2026-2031. Totals shown in tables may not exactly reflect sum of line items due to rounding.

## Attachment 2: Levy Rate and Annual Cost to Homeowner

Tax Year	Assessed Value Estimate (Billions)	% Growth from prior year	Annual Levy Amount (millions)	Millage Rate per \$1,000 of Assessed Value	Annual Cost to Owner of Median Assessed Residential Value	Median Assessed Residential Value
<b>2026</b>	\$303.4	2.54%	\$209.7	\$0.69	\$635	\$919,296
<b>2027</b>	\$314.9	3.80%	\$209.7	\$0.67	\$651	\$978,131
<b>2028</b>	\$332.0	5.41%	\$209.7	\$0.63	\$657	\$1,040,731
<b>2029</b>	\$351.1	5.75%	\$209.7	\$0.60	\$661	\$1,107,338
<b>2030</b>	\$371.7	5.89%	\$209.7	\$0.56	\$664	\$1,178,208
<b>2031</b>	\$393.7	5.00%	\$209.7	\$0.53	\$668	\$1,253,613
<b>AVG</b>				<b>\$0.61</b>	<b>\$656</b>	<b>\$1,079,553</b>

**Notes:** The numbers in this table represent projected values, while the ordinance reflects a maximum millage rate. The maximum millage rate provides administrative flexibility in the event that the actual assessed values differ from what is projected.

Amendment A Version 1 to CB 120981 - DEEL Families, Education, Preschool, and Promise Levy  
ORD

**Sponsor:** Councilmember Rivera

Childcare definition technical amendment

**Effect:** This amendment would update the definition of childcare to align with the Washington Administration Code (WAC) regulations for the Department of Children, Youth, and Families.

WAC [110-300](#), entitled Foundational Quality Standards for Early Learning Programs, contains this definition: “‘Child care’ refers to supervision of children outside the child's home for periods of less than 24 hours a day.”

Amend Section 3 of CB 120981 as follows:

Section 3. Definitions. As used in this ordinance:

A. “Access” means ability to obtain or apply for an available service or program despite geographical, financial, structural, social, or cultural barriers.

B. “Childcare” means the ~~care and education of a child while the child’s parent or guardian is in school, or at or pursuing work~~ supervision of children outside the child’s home for periods of less than 24 hours a day.

C. “City” means The City of Seattle.

\* \* \*





## Legislation Text

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**File #:** CB 121000, **Version:** 2

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### **CITY OF SEATTLE**

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

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

AN ORDINANCE relating to prohibiting algorithmic rent fixing; and adding a new Chapter 7.34 to the Seattle Municipal Code.

WHEREAS, in recent years, software using competitive non-public information provided by landlords to

suggest and set rent prices and other lease terms has proliferated in rental markets across the nation; and

WHEREAS, the U.S. Department of Justice (DOJ), along with several state attorneys general, filed a civil

lawsuit against RealPage, Inc., alleging that RealPage contracts with competing landlords who provide

nonpublic competitively sensitive information about rent and other lease terms, which help the software

generate recommendations on rental pricing and other terms in violation of antitrust laws; and

WHEREAS, while Washington State was originally part of the multi-state lawsuit filed by DOJ, the Attorney

General withdrew the claim and filed a suit in state court instead, alleging violations of the state's

Consumer Protection Act; and

WHEREAS, other jurisdictions across the country, including San Francisco, Portland, Berkeley, San Diego,

Philadelphia, Minneapolis, and Colorado, have considered, are considering, or have passed legislation

to regulate coordination between landlords or the use of algorithmic software to set rent; and

WHEREAS, the Washington State Legislature considered regulating algorithmic rent fixing and noncompete

agreements in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, this legislation is modeled on the legislation considered by the Washington State Legislature;

NOW, THEREFORE,

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

Section 1. A new Chapter 7.34 is added to the Seattle Municipal Code as follows:

**Chapter 7.34 ALGORITHMIC RENT FIXING**

**7.34.010 Findings**

A. The prevalence of new software programs, often referred to as “algorithmic devices,” has increased over the past several years.

B. These devices allow landlords to indirectly coordinate with each other by sharing non-public, sensitive, and proprietary information to the software program, which then recommends rental rates and occupancy levels.

C. In 2022, an investigation by ProPublica into companies with such software showed that for “one neighborhood in Seattle, ProPublica found, 70 percent of apartments were overseen by just ten property managers, every single one of which used pricing software sold by RealPage.”

D. Use of such software by landlords likely drives up rent and vacancies and may be illegal price-fixing.

E. As of 2019, renters outnumber homeowners in Seattle.

F. Substantial increases in rent are one of the reasons for the increase in the share of renter households who are cost burdened (defined by HUD as spending more than 30 percent of gross income on housing cost), with average monthly rents increasing by 32 percent, after adjusting for inflation, between 2012 and 2022.

G. The Attorney General estimates that about 800,000 leases in Washington were priced using RealPage software between 2017 and 2024.

H. The City has an interest in protecting consumers as well as addressing factors that artificially inflate an already high demand for rental housing.

**7.34.020 Definitions**

For the purposes of this Chapter 7.34:

“Coordinate” and “coordinating” mean a person’s: (1) collecting historical, anticipated, or contemporary

prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords, from private databases, or from public databases; and (2) analyzing or processing the information described in (1) through the use of a system, software, algorithm, or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord. “Coordinate” and “coordinating” do not include publishing rental price estimates that:

1. Are solely based on publicly available information;
2. Are equally available to all members of the public; and
3. Do not require a contract, agreement, or license to obtain.

“Dwelling unit” has the meaning defined in Section 22.204.050.

“Landlord” means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

“Person” means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

### **7.34.030 Violations**

A. It is a violation of this Chapter 7.34 for any landlord, in or affecting commerce, to subscribe to, contract with, or otherwise exchange anything of value in return for coordinating services.

B. It is a violation of this Chapter 7.34 for any person, in or affecting commerce, to provide coordinating services to two or more landlords.

### **7.34.040 Enforcement and penalties**

The City Attorney may file a civil action in a court of competent jurisdiction for violations of this Chapter 7.34 for civil penalties of up to \$7,500 per violation. The court may award reasonable attorneys’ fees and costs to the City Attorney if the City Attorney is the prevailing party.

**7.34.050 Private right of action**

Any person injured by a violation of this Chapter 7.34 may bring a civil action in a court of competent jurisdiction against a landlord or other person violating this Chapter 7.34 to recover damages up to \$7,500 per violation. The court may award reasonable attorneys' fees and costs to any person injured by a violation of this Chapter 7.34 if that person is the prevailing party.

Section 2. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, subsection, or portion of this ordinance, or the invalidity of the application thereof to any person, property, or circumstance, shall not affect the validity of the remainder of this ordinance or the validity of its application to other persons, property, or circumstances.

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:

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Legislative	Tamaso Johnson	N/A

### **1. BILL SUMMARY**

**Legislation Title:** An ordinance related to prohibiting algorithmic rent fixing; and adding a new Chapter 7.34 to the Seattle Municipal Code.

**Summary and Background of the Legislation:** This legislation would define a form of prohibited coordination of information via services that combine certain public and non-public data related to the rental housing market with algorithmic analysis which may allow non-competitive price-setting practices for residential rental units. This bill would prohibit landlords from using such coordination services, prohibit such services from being offered, impose civil penalties for such conduct, and create a private right of action for persons harmed by conduct prohibited under this bill.

**Amendment at Housing and Human Services Committee:** This legislation was amended on June 11, 2025 by the Housing and Human Services Committee. The amendment added the ability for successful plaintiffs under the private right of action established by this bill to recover reasonable attorneys' fees and costs.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill.  
Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

<b>Project Name:</b>	<b>Master Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2030:</b>

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

The potential fiscal impacts of implementing this legislation are unknown at this time. The CAO has stated that fiscal impact will be dependent on the number of eligible cases, which is unknown at this time. CAO may be able to absorb these costs within existing budget, or may require additional resources to pursue these cases in the future depending on case volume.

#### **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.**

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

There is no direct financial cost of not implementing the legislation.

#### **4. OTHER IMPLICATIONS**

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

The City Attorney's Office is responsible for enforcing provisions of this bill.

- 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.**

This ordinance would prohibit the use of services that combine certain public and non-public information related to the rental housing market with algorithmic analysis which may allow non-competitive price-setting practices for residential rental units. The prohibition of use of these services may have beneficial impacts on rental housing affordability that could positively impact the housing market for renters in Seattle, including vulnerable or historically disadvantaged communities who may be relatively more likely to be represented in among residential rental tenants.

- 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

Please click the appropriate box if any of these questions apply to this legislation.

- ☐ **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?**  
If yes, please review requirements in Resolution 31203 for applicability and complete and attach “Additional risk analysis and fiscal analysis for non-utility partner projects” form.

## 6. ATTACHMENTS

**Summary Attachments:** None.



Amendment A to CB 121000 – LEG Algorithmic Rent-Fixing ORD

Sponsor: Councilmember Moore

Recordkeeping

**Effect:** This amendment would add a recital noting that this legislation is not intended to interfere with standard recordkeeping business practices of individual landlords in non-coordinating activities.

Amend the recitals of CB 121000 as follows:

\* \* \*

WHEREAS, this legislation is modeled on the legislation considered by the Washington State Legislature; and ~~((NOW, THEREFORE,))~~

WHEREAS, this legislation is not intended to interfere with an individual landlord's use of system or software recordkeeping tools absent otherwise prohibited conduct under this legislation; NOW, THEREFORE,

**Amendment B to CB 121000 – LEG Algorithmic Rent-Fixing ORD**

**Sponsor:** Councilmember Strauss

Outreach and reporting

**Effect:** This amendment would request that the Department of Construction and Inspections (SDCI) conduct outreach efforts to educate landlords about the provisions of this bill. The amendment would also request that SDCI, by January 31, 2026, provide Council with a report describing the results of this outreach and describing potential ways that the department could assist with implementation of this bill.

Add a new Section 3 to CB 121000 as follows and renumber subsequent sections as appropriate:

Section 3. The Council requests that the Seattle Department of Construction and Inspections (SDCI): (1) conduct outreach efforts to educate landlords about the requirements of this ordinance; and (2) transmit to Council, by January 31, 2026, a report describing the results of these outreach efforts and proposing potential ways that SDCI could assist with the implementation of this ordinance.



## Legislation Text

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**File #:** CB 120997, **Version:** 1

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### **CITY OF SEATTLE**

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

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

AN ORDINANCE relating to current use taxation; approving an application for current use taxation of property located at 9666 51st Avenue South under the King County Public Benefit Rating System.

WHEREAS, the King County Department of Natural Resources and Parks has forwarded an application to the

City Council for classification under the King County Public Benefit Rating System (PBRs); and

WHEREAS, Indigenous Creatives Collective, a non-profit corporation, has applied for PBRs rating for open

space on property that it owns located at 9666 51st Avenue South (E24CT009S); and

WHEREAS, the PBRs is administered in accordance with Revised Code of Washington (RCW) 84.34.037,

chapter 458-30 of the Washington Administrative Code, and chapter 20.36 of the King County Code

providing for assessment practices to reflect current use of property, rather than “highest and best use,”

as an incentive for property owners to maintain open space; and

WHEREAS, RCW 84.34.037(1) states that an application for PBRs shall be acted upon after public hearings

and affirmative acts by the county and city legislative bodies affirming the entirety of an application

without modification or both bodies affirm an application with identical modifications; and

WHEREAS, the Seattle City Council held a public hearing on the application on June 11, 2025; and

WHEREAS, the Seattle City Council concurs with the recommendations of the King County Department of

Natural Resources and Parks as contained in the report of the application attached to this ordinance; and

WHEREAS, the Metropolitan King County Council approved the application at its meeting on May 20, 2025;

NOW, THEREFORE,

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

Section 1. The City Council approves the following application for the public benefit rating system subject to the conditions enumerated in the attached report:

A. E24CT009S: Application of Indigenous Creatives Collective for property located at 9666 51st Avenue South, for open space purposes, 1.42 acres as described in Attachment 1 to this ordinance, the King County Department of Natural Resources and Parks report on application E24CT009S.

Section 2. This ordinance approving applications for current use taxation pursuant to chapter 84.34 RCW, and not subject to mayoral approval or disapproval, shall take effect and be in force 30 days from and after its passage and approval by the City Council.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

Attachment:

Attachment 1 - King County Department of Natural Resources and Parks Report on Application E24CT009S

**KING COUNTY  
DEPARTMENT OF NATURAL RESOURCES AND PARKS  
WATER AND LAND RESOURCES DIVISION**

**Report to the City of Seattle for  
Property Enrollment in the Public Benefit Rating System (PBRs)**

**April 21, 2025**

**APPLICANT: Indigenous Creatives Collective**

**File No. E24CT009S**

**A. GENERAL INFORMATION:**

1. Owner: Indigenous Creatives Collective (represented by Asia Tail)  
3815 South Othello Street, Suite 100/348  
Seattle, WA 98118
2. Property location: 9666 51st Avenue South  
Seattle, WA 98118
3. Zoning: NR2
4. STR: NW-02-23-04
5. PBRs categories requested by applicant:

**Open space resources**

- \*Buffer to public or current use classified land
- \*Public recreation area
- \*Surface water quality buffer
- \*Urban open space
- \*Watershed protection area

**Bonus categories**

- \*Unlimited public access
- \*Resource restoration

NOTE: \*Staff recommends credit be awarded for all PBRs categories requested. Enrollment in PBRs for property within an incorporated area requires approval by impacted granting authorities following public hearing(s). For this application, the granting authorities are the King County Council and the City of Seattle. King County heard this application on March 20, 2025.

6. Parcel:	713130-0092	713130-0093	713130-0094
Total acreage:	0.14	0.09	0.09
Requested PBRS:	0.14	0.09	0.09
Home site/excluded area:	0.00	0.00	0.00
<b>Recommended PBRS:</b>	<b>0.14</b>	<b>0.09</b>	<b>0.09</b>

Parcel:	713130-0095	713130-0096	713130-0097
Total acreage:	0.09	0.09	0.09
Requested PBRS:	0.09	0.09	0.09
Home site/excluded area:	0.00	0.00	0.00
<b>Recommended PBRS:</b>	<b>0.09</b>	<b>0.09</b>	<b>0.09</b>

Parcel:	713130-0098	713130-0099	713130-0100
Total acreage:	0.09	0.11	0.63
Requested PBRS:	0.09	0.11	0.63
Home site/excluded area:	0.00	0.00	0.00
<b>Recommended PBRS:</b>	<b>0.09</b>	<b>0.11</b>	<b>0.63</b>

NOTE: The attached map (2023 aerial photo) outlines in yellow the parcel boundaries. The entire property (1.42 acres) is recommended for enrollment. In the event the Assessor's official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

## B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned NR2.
2. Development of the subject property and resource characteristics of open space area: The property is a community garden and gathering space, and includes walking paths and a greenhouse. The bulk of the open space area east of parcel -0093 consists largely of a mix of deciduous and coniferous forest with some native shrubs and plants. However, much of the area west of Mapes Creek, which bisects parcel -0100, is impacted by invasive species (primarily Himalayan blackberry and English Ivy). The owner plans to control and eradicate invasive species and restore, with native species, areas of the forest previously maintained or impacted by invasives via the implementation of a resource restoration plan.
3. Site use: The property is used as a community garden and recreational gathering space.
4. Access: The property is accessed from 51st Avenue South.
5. Appraised value for 2024 (based on Assessor's information dated 3/4/2025):

<u>Parcel #713130-0092</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$199,000</b>	\$0	\$199,000
Tax applied	<b>\$1,830</b>	\$0	\$1,830

<u>Parcel #713130-0093</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$194,000</b>	\$0	\$194,000
Tax applied	<b>\$1,784</b>	\$0	\$1,784
<u>Parcel #713130-0094</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$194,000</b>	\$0	\$194,000
Tax applied	<b>\$1,784</b>	\$0	\$1,784
<u>Parcel #713130-0095</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$194,000</b>	\$0	\$194,000
Tax applied	<b>\$1,784</b>	\$0	\$1,784
<u>Parcel #713130-0096</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$194,000</b>	\$0	\$194,000
Tax applied	<b>\$1,784</b>	\$0	\$1,784
<u>Parcel #713130-0097</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$194,000</b>	\$0	\$194,000
Tax applied	<b>\$1,784</b>	\$0	\$1,784
<u>Parcel #713130-0098</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$194,000</b>	\$0	\$194,000
Tax applied	<b>\$1,784</b>	\$0	\$1,784
<u>Parcel #713130-0099</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$201,000</b>	\$0	\$201,000
Tax applied	<b>\$1,848</b>	\$0	\$1,848
<u>Parcel #713130-0100</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$289,000</b>	\$0	\$289,000
Tax applied	<b>\$2,687</b>	\$0	\$2,687

NOTE: Participation in PBRS reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

## C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

### KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.



It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter.

**KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.**

- A. To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section B. and C. below.
- B. The following open space resources are each eligible for the points indicated:
  - 1. Active trail linkage – fifteen or twenty-five points
  - 2. Aquifer protection area – five points
  - 3. Buffer to public or current use classified land – three points
  - 4. Ecological enhancement land – eighteen points
  - 5. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
  - 6. Farm and agricultural conservation land – five points
  - 7. Forest stewardship land – five points
  - 8. Historic landmark or archaeological site: buffer to a designated site – three points
  - 9. Historic landmark or archaeological site: designated site – five points
  - 10. Historic landmark or archaeological site: eligible site – three points
  - 11. Public recreation area – five points
  - 12. Rural open space – five points
  - 13. Rural stewardship land – five points
  - 14. Scenic resource, viewpoint, or view corridor – five points
  - 15. Significant plant or ecological site – five points
  - 16. Significant wildlife or salmonid habitat – five points
  - 17. Special animal site – three points
  - 18. Surface water quality buffer – five points, eight or ten total points
  - 19. Urban open space – five points
  - 20. Watershed protection area – five points
- C. Property qualifying for an open space category in subsection B. of this section may receive credit for additional points as follows:
  - 1. Conservation easement or historic preservation easement – eighteen points
  - 2. Contiguous parcels under separate ownership – minimal two points
  - 3. Easement and access – thirty-five points
  - 4. Public access - points dependent on level of access
    - a. Unlimited public access - five points
    - b. Limited public access because of resource sensitivity - five points

- c. Seasonal limited public access - three points
  - d. Environmental education access – three points
  - e. None or members only – zero points
5. Resource restoration – five points

#### **D. 2020 COMPREHENSIVE PLAN POLICIES AND TEXT:**

**E-101** In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives shall be monitored and periodically reviewed to determine their effectiveness in terms of protecting natural resources.

NOTE: Monitoring of participating lands is the responsibility of both department PBRS staff and the landowner. This issue is addressed in the Resource Information document (page 4) and detailed below in Recommendation #B12.

**E-112a** The protection of lands where development would pose hazards to health, property, important ecological functions or environmental quality shall be achieved through acquisition, enhancement, incentive programs and appropriate regulations. The following critical areas are particularly susceptible and shall be protected in King County:

- a. Floodways of 100-year floodplains;
- b. Slopes with a grade of 40% or more or landslide hazards that cannot be mitigated;
- c. Wetlands and their protective buffers;
- d. Aquatic areas, including streams, lakes, marine shorelines and their protective buffers;
- e. Channel migration hazard areas;
- f. Critical Aquifer Recharge Areas;
- g. Fish and Wildlife Habitat Conservation Areas; and
- h. Volcanic hazard areas.

**E-421** Terrestrial and aquatic habitats should be conserved and enhanced to protect and improve conditions for fish and wildlife.

NOTE: PBRS is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

**E-429** King County should provide incentives for private landowners who are seeking to remove invasive plants and noxious weeds and replace them with native plants, such as providing technical assistance or access to appropriate native plants.

NOTE: Participation in PBRs requires landowners address invasive plant and noxious weed control and removal within enrolled portions of a property. Replacement with native vegetation is also encouraged via the implementation of approved forest stewardship, rural stewardship or resource restoration plans.

**E-443** King County should promote voluntary wildlife habitat enhancement projects by private individuals and businesses through educational, active stewardship, and incentive programs.

**E-476** King County should identify upland areas of native vegetation that connect wetlands to upland habitats and that connect upland habitats to each other. The county should seek protection of these areas through acquisition, stewardship plans, and incentive programs such as the Public Benefit Rating System and the Transfer of Development Rights Program.

**E-504** King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

NOTE: Lands participating in PBRs provide valuable resource protection and promote the preservation or enhancement of native vegetation. Addressing nonnative vegetation (invasive plant species), through control and eradication is a PBRs requirement.

**E-449** King County shall promote retention of forest cover and significant trees using a mix of regulations, incentives, and technical assistance.

**R-605** Forestry and agriculture best management practices are encouraged because of their multiple benefits, including natural resource preservation and protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

## **E. PBRs CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:**

### **Open space resources**

- Buffer to public or current use classified land

The property is abutting land owned by the City of Seattle to the east (parcel 713130-0120). The enrolling open space area is providing a buffer of native vegetation of more than fifty feet to this adjacent land, which exceeds the category's requirement. Credit for this category is recommended. King County approved award of this category.

- Public recreation area

The property is used as a community garden and recreational space and the owner provides year-round and unlimited public access. The general public may view and enjoy the small garden space in the western portion of the property and forest trails easterly throughout the property, with no barriers to access. Credit for this category is recommended. King County approved award of this category.

- Surface water quality buffer

The property contains a portion of Mapes Creek (Type 3), which bisects parcel -0100. As required by the City of Seattle's municipal code (Chapter 25.09.12), the associated riparian management area buffer width required for this section of the creek on the property is 100 feet. To be eligible for this category, the participating land must provide a buffer greater than 1.5 times that required (or 150 feet) for five points to be awarded, provide a buffer greater than two times that required (or 200 feet) for eight points to be awarded, or provide a buffer greater than three times that required (or 300 feet) for ten points to be awarded. With the owner intending to conduct restoration work where needed via the implementation of an approved resource restoration plan, a buffer of native vegetation to the west of this stream that averages more than 400 feet in width will be provided. This buffer will be more than four times the buffer required. Credit for this category is recommended. King County approved award of this category.

- Urban open space

The property is located within the City of Seattle. With the owner intending to conduct restoration work where needed via the implementation of an approved resource restoration plan, the enrolling forested area will consist primarily of native vegetation and be more than one acre in size. Credit for this category is recommended. King County approved award of this category.

- Watershed protection area

To be eligible for this category, the enrolling forested area must consist of additional forest cover beyond that required by county or applicable local government regulation and must be at least one acre or sixty-five percent of the property acreage, whichever is greater. By voluntarily enrolling the property in PBRs and not pursuing development or land use that might be allowed under current zoning regulation, the owners are directly contributing to the preservation of forest and open spaces within the city limits. Retention of this urban forest will surpass this category's requirement and promote wildlife habitat, stabilize and enrich existing soils and slow runoff from precipitation, as well as provide many other resource benefits to the surrounding area and City. With the owner intending to conduct restoration work where needed via the implementation of an approved resource restoration plan, the forested area will consist primarily of native vegetation. A minimum of 1.20 acres of forest will be enrolled representing 84% of the property, which exceeds category requirements. Credit for this category is recommended. King County approved award of this category.

### **Bonus categories**

- Unlimited public access

The property is used as a community garden and recreational space and the owner provides year-round and unlimited public access. The general public may view and enjoy

the small garden space in the western portion of the property and forest trails easterly throughout the property, with no barriers to access. Credit for this category is recommended. King County approved award of this category.

- **Resource restoration**

The owner has been working to improve the health and diversity of their open space and forest, which includes controlling invasive species and some replanting with native trees and shrubs. The owner has provided a resource restoration plan that has been approved by a program staff. Credit for this category is recommended. Award of this category may allow restoration activities to occur in the participating open space area. It is the landowner's responsibility to apply for and receive the necessary approvals from the applicable state and local governmental agencies for activities that may require a permit or approval, such as clearing and grading. It should be noted that this planting activity must be completed within a three-year period. Award of this category also requires the owner to provide to the department an annual restoration progress report for at least the first five years of participation in addition to the program's annual reporting requirements (see below, Section B. 13.), which should be sent to PBRS staff by either email or other agreed to method. King County approved award of this category.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B6.

## **CONCLUSIONS AND RECOMMENDATIONS**

### **A. CONCLUSIONS:**

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.
2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

#### **Open space resources**

Buffer to public or current use classified land	3
Public recreation area	5
Surface water quality buffer	10
Urban open space	5
Watershed protection area	5

#### **Bonus categories**

Unlimited public access	5
Resource restoration	5

**TOTAL 38 points**

**PUBLIC BENEFIT RATING**

For the purpose of taxation, 38 points result in 10% of market value and a 90% reduction in taxable value for the portion of land enrolled.

**B. RECOMMENDATION:**

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 38 points, subject to the following requirements:

**Requirements for Property Participating in the  
Public Benefit Rating System Current Use Assessment Program for Open Space**

1. Compliance with these requirements is necessary for property participating ("Property") in King County's Public Benefit Rating System ("PBRs"), a current use assessment program for open space. Failure to abide by these requirements can result in removal of PBRs designation and subject Property owner ("Owner") to penalty, tax, and interest provisions of RCW 84.34. King County Department of Assessments ("DoA") and King County Water and Land Resources Division, Agriculture, Forestry, and Incentives Unit, PBRs Program or its successor ("PBRs Program") may re-evaluate Property to determine whether removal of PBRs designation is appropriate. Removal shall follow the process in Chapter 84.34 RCW, Chapter 458.30 WAC and Chapter 20.36 KCC.
2. Revisions to any of these requirements may only occur upon mutual written approval of Owner and granting authority. These conditions shall apply so long as Property retains its PBRs designation. If a conservation easement acceptable to and approved by City of Seattle and King County is granted by Owner in interest to Department of Natural Resources and Parks, King County or a grantee approved by King County, these requirements may be superseded by the terms of such easement, upon written approval by PBRs Program.
3. The PBRs designation for Property will continue so long as it meets the PBRs criteria for which it was approved. Classification as open space will be removed upon a determination by PBRs Program that Property no longer meets PBRs criteria for which it was approved. A change in circumstances, which diminishes the extent of public benefit from that approved by City of Seattle and King County Council in the open space taxation agreement, will be cause for removal of the PBRs designation. It is Owner's responsibility to notify DoA and PBRs Program of a change in Property circumstance, which may impact PBRs participation.



4. When a portion of Property is withdrawn or removed from the program, the remaining Property shall be re-evaluated by PBRs Program and DoA to determine whether it still meets the criteria for PBRs categories as approved.
5. Notwithstanding the provisions of Section 14, tree(s) posing a hazard to a structure, road or property access may be removed from Property, provided that Owner shall first notify the PBRs Program prior to taking such action. Native vegetation must be introduced for any tree(s) removed and must be planted within a reasonable location of where the tree(s) previously existed. It is Owner's responsibility to apply for and receive any necessary consent from applicable state and local governmental agencies for activities that may require a permit or approval.
6. If an area of Property becomes or has become infested with noxious weeds or non-native species, Owner may be required to submit a control and enhancement plan to PBRs Program in order to remove such vegetation and, if necessary, replace with native vegetation.
7. If it is determined by PBRs Program that Property vegetation near structures is prone to wildland fire and poses a fire hazard, management activities as allowed under KCC 16.82.051 may be implemented as long as those activities do not cause significant adverse impact to the resource values of awarded PBRs categories. Prior to undertaking any wildfire risk reduction activities on Property, a summary of any proposed work must first be submitted to and approved by PBRs Program.
8. There shall be no motorized vehicle driving or parking allowed on Property, except for medical, public safety or police emergencies, or for an approved management activity (such as forestry, farm, or restoration activities) detailed in an approved plan.
9. Grazing of livestock is prohibited unless Property is receiving credit for the farm and agricultural conservation land or resource restoration PBRs categories. In those cases, grazing may occur in areas being farmed as defined in the approved farm management plan or to be restored as defined in the approved resource restoration plan.
10. For Property receiving credit for ecological enhancement land, farm and agricultural conservation land, forest stewardship land, rural stewardship land, or resource restoration, activities that are defined in associated approved plan(s) shall be permitted as long as those activities do not cause significant adverse impact to the resource values of other awarded PBRs categories.
11. Passive recreational use and maintenance of associated improvements shall be permitted on Property receiving credit for public recreation area, active trail linkage, equestrian-pedestrian-bicycle trail linkage, or public access PBRs categories. Those uses and associated maintenance are allowed as long as they do not conflict with restrictions imposed by any of the awarded PBRs categories.

12. Public access shall be permitted upon any area of Property that is designated for public access.
13. Owner of Property participating in PBRs may be required to submit a monitoring report on an annual or less frequent basis as requested by the PBRs Program. This report must include a brief description of how Property still qualifies for each awarded resource category. It must also include photographs from established points on Property and any observations by Owner. If requested, Owner must submit this report to the PBRs Program by email, through the PBRs monitoring form provided on the PBRs Program's website, or by other mutually agreed upon method annually by December 31 or as directed by the PBRs Program. An environmental consultant need not prepare this report.
14. No alteration of Property or resources shall occur without prior written approval (such as an approved plan) by PBRs Program, except for selective cutting for personal firewood, maintaining areas for approved passive recreational uses (such as walking or horseback riding trails) or for removal of non-native species. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject Owner to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of Property or resources including, but not limited to, the following:
  - a. erecting structures;
  - b. grading;
  - c. filling;
  - d. dredging;
  - e. channelizing;
  - f. modifying land or hydrology for surface water management purposes;
  - g. cutting, pruning, limbing or topping, clearing, mowing, or removing native vegetation;
  - h. introducing non-native species (as defined in KCC 21A.06.790);
  - i. applying herbicides or pesticides or any hazardous or toxic substance, without prior written approval;
  - j. discharging pollutants except for stormwater;
  - k. paving or application of gravel;
  - l. storing or dumping equipment, construction materials, garbage, vehicles, household supplies, or compost;
  - m. engaging in any other activity that adversely impacts existing native vegetation, hydrology, wildlife, wildlife habitat, or awarded program categories.
15. Participation in PBRs does not exempt Owner from obtaining any required permit or approval for activity or use on Property.



**TRANSMITTED** to the parties listed hereafter:

Asia Tail, applicant representative

Karina Bull, Legislative Analyst, Seattle City Council, Central Staff

Elenore Bonyeau, King County Department of Assessments

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Karina Bull	N/A

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to current use taxation; approving an application for current use taxation of property located at 9666 51st Avenue South under the King County Public Benefit Rating System.

**Summary and Background of the Legislation:** This bill would approve an application for current use taxation under the King County Public Benefit Rating System (PBRs) pursuant to the Revised Code of Washington (RCW) Chapter 84.34.<sup>1</sup>

The application is from Indigenous Creatives Collective, an Indigenous-led, non-profit organization that represents a community of intertribal Indigenous artists, for a 1.42-acre property located at 9666 51st Ave S, north of Kubota Garden in the Rainier Beach neighborhood (Council District 2). The property consists of nine different parcels and is being used as a community garden and gathering space, with walking paths and a greenhouse.

The current use taxation program provides an incentive for property owners to voluntarily maintain open space on private land by taxing the property at a lower rate based on its current use, rather than its potential value if developed for the most profitable use (e.g., residential or commercial purposes). For enrollment in the program, the application must be approved by King County and City of Seattle legislative authorities. King County Council approved the application on May 20, 2025.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

### **4. OTHER IMPLICATIONS**

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

No departments would be impacted by this legislation.

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<sup>1</sup> [Clerk File 323337](#) contains the application ([E24CT009S](#)) and the corresponding King County Department of Natural Resources and Parks (DNRP) [report](#).

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

This bill would effectuate the property tax reduction already approved by the King County Council (on May 20, 2025) for the property located at 9666 51st Avenue South.

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

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

The bill would slightly shift the tax burden from this property to all other properties in Seattle. The effect on any particular property would be minimal. Reducing the property tax burden for the Indigenous Creatives Collective would help to maintain this property as publicly accessible open space over the long-term in a neighborhood that has a higher share of BIPOC residents than the citywide average.

- 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?**

Implementation of the PBRs is a King County function and any Language Access Plan would be undertaken by King County.

- 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.**

No anticipated impacts to 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.**

The PBRs is a King County program authorized by State statute that incentivizes property owners to maintain their property as open spaces long-term, particularly in rural and forested areas, helping to increase Washington's resiliency.

- 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

Please click the appropriate box if any of these questions apply to this legislation.

- ☒ **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?**  
If yes, please review requirements in Resolution 31203 for applicability and complete and attach “Additional risk analysis and fiscal analysis for non-utility partner projects” form.

## 6. ATTACHMENTS

**Summary Attachments:**

None.



## Legislation Text

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**File #:** CB 120996, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to emergency medical services; authorizing execution, pursuant to the Interlocal Cooperation Act, of an agreement with King County regarding the imposition and allocation of property tax revenues generated by a six-year, voter-approved King County-wide tax levy for emergency medical services; approving the submittal by King County of a proposition to the voters seeking authority to levy those additional taxes; and ratifying and confirming certain prior acts.

WHEREAS, King County desires to place before the qualified electors of King County a ballot proposition authorizing the County to levy additional regular property taxes in amounts up to 25 cents per \$1,000 of assessed valuation each year, for exactly six consecutive years, on all taxable property within King County for the support of emergency medical services (EMS), pursuant to the powers granted to it in RCW 84.52.069; and

WHEREAS, RCW 84.52.069 does not permit a county-wide regular tax levy for emergency medical services to be placed on the ballot until after the legislative authority of 75 percent of all cities having a population in excess of 50,000 within such county has approved such action; and

WHEREAS, King County proposes to carry out its obligation to provide emergency medical services on a County-wide basis by, among other actions, making funds available for expenses incurred in the City's independent emergency medical services program by allocating and transferring to the City that portion of the tax revenues generated by the County EMS tax levy that is attributable to taxable property within the City of Seattle, with certain minimum amounts established; NOW, THEREFORE,

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

Section 1. The placing before the qualified electors of King County, pursuant to the powers granted to King County by RCW 84.52.069, of a ballot proposition on November 4, 2025, authorizing the County to levy each year for exactly six consecutive years commencing in 2025 (for collection beginning in 2026) additional regular property taxes Countywide in amounts up to \$0.25 per \$1,000 dollars of assessed valuation on all taxable property within King County, for the support of emergency medical services (EMS), is approved, conditioned upon the execution by King County, prior to placement of the measure on the ballot, of the interlocal agreement authorized by Section 2 of this ordinance, and subject to the terms of that agreement.

Section 2. The Mayor is authorized to execute, for and on behalf of The City of Seattle, an agreement with King County substantially in the form of the attached Exhibit A, "Interlocal Cooperation Agreement for Allocation of Property Tax Revenues between The City of Seattle and King County." No deviation from the form of agreement shown in Exhibit A may reduce the City's right to receive the minimum amounts shown in Paragraph 3 of Exhibit A.

Section 3. Execution by the Mayor of the agreement authorized by Section 2 of this ordinance prior to the effective date of this ordinance is ratified and confirmed.

Section 4. This ordinance shall take effect and be in force on the latest of: (a) 30 days after its approval by the Mayor; (b) 30 days after the Mayor's unsigned return; (c) 45 days after Council passage if the Mayor does not return within ten days after presentation; (d) the date of reconsidered Council passage of this ordinance over the Mayor's disapproval; or (e) the date the King County Executive signs, on behalf of King County, the agreement authorized by Section 2 of this ordinance, having first been authorized to do so by ordinance or motion of the King County Council.

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 - 2026-2031 EMS Levy ILA between KC and Seattle

Exhibit 1 - Emergency Medical Services Levy Overview - Proposed Financial Plan (King County  
March 2025 Forecast)



INTERLOCAL COOPERATION AGREEMENT FOR ALLOCATION OF  
PROPERTY TAX REVENUES

BETWEEN THE CITY OF SEATTLE

AND

KING COUNTY

(2026—2031)

THIS AGREEMENT is entered into pursuant to the "Interlocal Cooperation Act," codified as Ch. 39.34 RCW, by and between The City of Seattle ("The City") and King County ("The County"); WITNESSETH:

WHEREAS, the County desires to place before the qualified electors of King County a ballot proposition authorizing the County to levy additional regular property taxes County-wide in amounts up to 25 cents per thousand dollars of assessed valuation each year for six consecutive years on all taxable property within King County for the support of emergency medical services ("EMS") pursuant to the powers granted to it in RCW 84.52.069; and

WHEREAS, the City operates and funds an emergency medical services program which is independent from, but coordinated with, the County's program; and

WHEREAS, a portion of the revenues to be collected pursuant to the county-wide EMS levy will be attributable to taxable property located within the legal boundaries of the City; and

WHEREAS, the parties hereto desire to reimburse and transfer to the City for the support of its emergency medical services program all revenues to be collected pursuant to the county-wide EMS levy from the taxable property located within the legal boundaries of the City of Seattle; and

WHEREAS, the County has determined that the reimbursement and transfer agreement set forth below will not affect the County's ability to provide emergency medical service throughout the County; and

WHEREAS, RCW 84.52.069 provides that no county-wide EMS levy proposal may be placed on the ballot without the legislative authority of at least 75% of those cities with a population exceeding 50,000.

Now, Therefore, the parties agree as follows:

1. The County shall submit to the qualified electors of King County at a general election to be held on November 4, 2025, a proposition authorizing the County to levy additional regular property taxes each year for exactly six consecutive years beginning in 2025 for collection beginning in 2026 on taxable property within the County in amounts up to twenty-five (25) cents per thousand dollars of assessed valuation pursuant to RCW 84.52.069 for expenses incurred in the provision of emergency medical services.
2. This Agreement shall commence upon its signing by both parties. This Agreement shall terminate when all property taxes levied by King County under this Agreement have been collected and the proper share transferred to the City.
3. Upon approval by the qualified electors of King County of the authority for additional regular property tax levies as set forth in RCW 84.52.069 and paragraph 1 of this Agreement, the County shall transfer to the City all revenues collected pursuant to the county-wide EMS levy from taxable property located within the legal boundaries of the City.

The total amount transferred shall not be less than the smaller of the following:

- a) All revenues that could be collected under a county-wide EMS levy from taxable property located within the legal boundaries of the City at a beginning 2026 levy rate of twenty-five (25) cents per thousand dollars of assessed valuation, accounting for historical rates of undercollection and adjusting in subsequent years per the growth limit factor of 1% plus new construction; or
- b) The amount identified for the corresponding tax collection year as “Projected Net Seattle Property Taxes” set forth in the King County 2026-2031 “Emergency Medical Services Levy Overview – Proposed Financial Plan (March 2025 Forecast)” dated May 7, 2025 attached as Exhibit 1; or
- c) All revenues that could be collected under a county-wide EMS levy from taxable property located within the legal boundaries of the City at the highest levy rate that the county is allowed to impose under state law, accounting for historical rates of undercollection.

In any year in which the County has imposed the highest levy allowed under state law, but the distribution of assessed value growth would result in a net transfer of money from the rest of King County to Seattle under “b” above, then Seattle agrees to receive its transfer under “c” above.

4. Transfer of the revenues set forth in Paragraph 3 above shall be administered by the King County Finance and Business Operations Division of the Department of

Executive Services in the manner and at such times as the County transfers revenues produced pursuant to levies listed in or authorized by RCW 84.52.043, provided if the amount to be transferred requires a payment in excess of the actual EMS levy revenues collected within the legal boundaries of the City, the additional transfer amount shall be distributed in the same manner as King County distributes taxes for an annexation.

5. All revenues received pursuant to the county-wide EMS levy and this Agreement shall be used only for the provision of emergency medical care or emergency medical services as specified in RCW 84.52.069(5) and shall be deposited into a special revenue account established by the City for that purpose. The City shall provide the county a report describing the City's use of the proceeds annually.

6. In return for the County's agreement to impose taxes and transfer tax proceeds as set forth in Paragraphs 2 and 3 above, the City gives its approval by ordinance for the submission to the qualified electors of King County of the county-wide multi-year additional property tax levy proposition for emergency medical services described in Section 1 above.

7. Nothing in this Agreement shall be deemed to prohibit the City from levying an annual tax levy pursuant to RCW 84.52.052 or a levy pursuant to RCW 84.52.069 to fund emergency medical services.

8. The parties hereto expressly reserve for themselves the right to amend this Agreement. No amendment hereto will be effective unless it is in writing and signed by the authorized representatives of the parties hereto.

KING COUNTY

THE CITY OF SEATTLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Acting under authority of

Acting under authority of

Ordinance \_\_\_\_\_

Ordinance \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
City Attorney

**EMERGENCY MEDICAL SERVICES LEVY OVERVIEW - (March 2025 Forecast) - 25.0 cents**

5/7/2025

	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed	2031 Proposed	2026-2031
<b>REVENUES</b>							
Countywide Assessed Value (EMS Only)	900,361,839,667	932,621,368,969	966,950,031,725	998,753,254,891	1,042,177,421,775	1,075,460,988,298	
Countywide EMS Levy	225,090,460	230,462,234	235,080,343	239,706,406	244,405,893	249,182,917	1,423,928,253
Levy Rate	0.25000	0.24711	0.24312	0.24001	0.23451	0.23170	
Proportion	34.90%	35.05%	35.21%	35.40%	35.49%	35.64%	
Projected Net Seattle Property Taxes	78,556,571	80,777,013	82,771,789	84,856,068	86,739,652	88,808,792	502,509,883
<b>Seattle Revenue</b>	<b>78,556,571</b>	<b>80,777,013</b>	<b>82,771,789</b>	<b>84,856,068</b>	<b>86,739,652</b>	<b>88,808,792</b>	<b>502,509,883</b>
Proportion	65.10%	64.95%	64.79%	64.60%	64.51%	64.36%	
Projected Net King County Property Taxes	146,533,889	149,685,221	152,308,554	154,850,339	157,666,242	160,374,125	921,418,370
Projected King County Other Revenue	3,848,000	3,529,000	3,487,000	3,236,000	3,236,000	3,236,000	20,572,000
<b>King County Revenue</b>	<b>150,381,889</b>	<b>153,214,221</b>	<b>155,795,554</b>	<b>158,086,339</b>	<b>160,902,242</b>	<b>163,610,125</b>	<b>941,990,370</b>
<b>TOTAL REVENUE</b>	<b>228,938,460</b>	<b>233,991,234</b>	<b>238,567,343</b>	<b>242,942,406</b>	<b>247,641,893</b>	<b>252,418,917</b>	<b>1,444,500,253</b>
<b>EXPENDITURES</b>							
<b>Total City of Seattle</b>	<b>(78,556,571)</b>	<b>(80,777,013)</b>	<b>(82,771,789)</b>	<b>(84,856,068)</b>	<b>(86,739,652)</b>	<b>(88,808,792)</b>	<b>(502,509,883)</b>
Advanced Life Support Services -- King Count	(77,697,276)	(81,190,874)	(84,896,835)	(88,551,633)	(92,313,037)	(96,332,593)	(520,982,249)
Basic Life Support Services -- King County	(41,556,724)	(43,447,554)	(45,454,830)	(47,432,115)	(49,466,952)	(51,643,497)	(279,001,672)
Regional Services	(18,954,061)	(19,816,472)	(20,731,993)	(21,633,834)	(22,561,925)	(23,554,650)	(127,252,935)
Strategic Initiatives	(1,258,488)	(1,303,968)	(1,407,434)	(1,458,311)	(1,507,840)	(1,557,582)	(8,493,623)
<b>Total King County EMS Fund</b>	<b>(139,466,549)</b>	<b>(145,758,868)</b>	<b>(152,491,092)</b>	<b>(159,075,893)</b>	<b>(165,849,754)</b>	<b>(173,088,322)</b>	<b>(935,730,479)</b>
<b>TOTAL EXPENDITURES</b>	<b>(218,023,120)</b>	<b>(226,535,882)</b>	<b>(235,262,881)</b>	<b>(243,931,961)</b>	<b>(252,589,406)</b>	<b>(261,897,113)</b>	<b>(1,438,240,362)</b>
<b>DIFFERENCE Revenues/Expenditures</b>	<b>10,915,340</b>	<b>7,455,353</b>	<b>3,304,462</b>	<b>(989,555)</b>	<b>(4,947,513)</b>	<b>(9,478,197)</b>	<b>6,259,891</b>
<b>Year End RESERVES (not cumulative)</b>	<b>(60,859,012)</b>	<b>(62,410,543)</b>	<b>(64,070,543)</b>	<b>(65,694,193)</b>	<b>(67,364,460)</b>	<b>(43,272,080)</b>	<b>(69,149,312)</b>

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
City Budget Office	Andrew Dziedzic	Andrew Dziedzic

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to emergency medical services; authorizing execution, pursuant to the Interlocal Cooperation Act, of an agreement with King County regarding the imposition and allocation of property tax revenues generated by a six-year, voter-approved King County-wide tax levy for emergency medical services; approving the submittal by King County of a proposition to the voters seeking authority to levy those additional taxes; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** This Council Bill signals the City’s legislative approval for King County to proceed with a 2025 ballot measure that would authorize a six-year property tax levy to support emergency medical services. The City’s approval is required by RCW 84.52.069 even though the levy will be Countywide.

In 2019, King County voters last passed a six-year levy renewal to fund Medic One/Emergency Medical Services throughout the County. The last year for which taxes will be collected on that levy is 2025. Because the City’s Medic One operation is separate from the County’s EMS program, the City and County have executed Interlocal Agreements, whereby the County transfers to the City a portion of EMS tax revenue based on the assessed value of taxable property within the city limits.

The legislation also authorizes the execution of an Interlocal Agreement between the City and King County with regard to Medic One/Emergency Medical Services (EMS). Specifically, the Interlocal Agreement gives the County approval to submit a proposition on the November 4, 2025 ballot seeking authority to levy 25 cents per thousand dollars of assessed property value in order to fund County-wide emergency medical services. In addition, the Agreement allocates the City of Seattle’s share of EMS tax revenue based on the assessed value of taxable property within the city limits.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
	0	0	0	0	0
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	0	0	0	0	0

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
	0	75,328,512	76,204,471	78,229,050	80,880,898
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	0	0	0	0	0

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
	0	0	0	0	0
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.
	0	0	0	0	0

### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

**Appropriations Notes:** Appropriations in the 2026 Proposed Budget will include programming backed by revenues resulting from a levy renewal by the voters.

### 3.b. Revenues/Reimbursements

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

#### Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
General Fund (00100)	SFD	EMS Levy	0	\$75,328,512
<b>TOTAL</b>			<b>0</b>	<b>\$75,328,512</b>

**Revenue/Reimbursement Notes:** According to the City's adopted April forecast, the endorsed levy will generate approximately \$75.3 million in Medic One revenue in 2026.

This levy replaces an existing levy ending in 2025. Only revenues associated with the passage of the new levy are noted in this document. This legislation does not appropriate funds or directly levy taxes. It is projected that the endorsed levy will generate approximately \$75.3 million in Medic One revenue in 2026. Those funds will be included in revenue projections in the 2026 Proposed Budget.

### 3.c. Positions

- ☐ This legislation adds, changes, or deletes positions.

### 3.d. Other Impacts

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

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.**

None.

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

Seattle Fire Department emergency medical services and staff would be affected should the King County Medic One/EMS levy renewal not reach the ballot or fail.

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

N/A

## 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 legislation would support current levels of service for emergency medical services.

- 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?**

None planned, as this legislation would support current levels of service for emergency medical services.

**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.**

None, as this legislation would support current levels of service for emergency medical services.

- 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.**

None, as this legislation would support current levels of service for emergency medical services.

- 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?**

N/A

## 5. ATTACHMENTS

**Summary Attachments:** None.





## Legislation Text

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**File #:** CB 120994, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2025 updated surveillance impact report and 2025 executive overview for the Seattle Police Department's use of Tracking Devices; and ratifying and confirming certain prior acts.

WHEREAS, on February 28, 2023, the City Council passed Ordinance 126776, adopting the original

Surveillance Impact Report (SIR) for Tracking Devices technology; and

WHEREAS, subsection 14.18.020.F of the Seattle Municipal Code (SMC), which section was enacted by

Ordinance 125376 and last amended by Ordinance 125679, states that "[a]ny material update to an SIR, such as to change the purpose or manner in which a surveillance technology may be used, shall be by ordinance"; and

WHEREAS, the functionality defined in the original tracking devices SIR will change pending a \$250,000

Washington State Department of Commerce Law Enforcement Pursuit Technology grant that will assist local law enforcement in vehicle pursuit mitigation; and

WHEREAS, a category of GPS trackers (police pursuit management technology) is utilized to tag and track fleeing vehicles as a safer alternative to vehicle pursuits; and

WHEREAS, in accordance with RCW 10.116.060.2.d, which requires agencies to "develop a plan to end the pursuit through the use of available pursuit intervention options," this specialized GPS tracker allows the Seattle Police Department (SPD) to track the precise location of a vehicle for which probable cause or reasonable suspicion of involvement in a crime has been established and accomplish the task of recovery or arrest without the need for initiating or continuing a vehicle pursuit; and

WHEREAS, SPD is considering a pilot for 25 SPD patrol vehicles to be equipped with GPS tracker launchers, deployed throughout the patrol operations bureau precincts; and

WHEREAS, all sworn SPD officers will be trained in the use of pursuit mitigation GPS trackers, ensuring compliance with recent state law updates regarding pursuit mitigation; and

WHEREAS, pursuit mitigation GPS trackers will be monitored by the Real Time Crime Center and information will be relayed to patrol units in the field; and

WHEREAS, no changes will be made to the previously approved requirements related to covert tracking systems; NOW, THEREFORE,

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

Section 1. Pursuant to Ordinances 125376 and 125679, the City Council approves use of the Seattle Police Department's Tracking Devices and accepts the updated 2025 Surveillance Impact Report for this technology, attached to this ordinance as Attachment 1, and the Executive Overview for the same technology, attached to this ordinance as Attachment 2.

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

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 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 - 2025 Surveillance Impact Report: Tracking Devices

Attachment 2 - 2025 Surveillance Impact Report Executive Overview: Tracking Devices

## 2025 Surveillance Impact Report

# Tracking Devices

## Seattle Police Department

### Surveillance Impact Report Versions:

- 2022 Surveillance Impact Report: Seattle Police Department Tracking Devices adopted by [Ordinance 126776](#) on 2/28/2023.
- 2025 Surveillance Impact Report: Seattle Police Department Tracking Devices

# Surveillance Impact Report (“SIR”) overview

## About the Surveillance Ordinance

The Seattle City Council passed Ordinance [125376](#), also referred to as the “Surveillance Ordinance,” on September 1, 2017. SMC 14.18.020.b.1 charges the City’s executive with developing a process to identify surveillance technologies subject to the ordinance. Seattle IT, on behalf of the executive, developed and implemented a process through which a privacy and surveillance review is completed prior to the acquisition of new technologies. This requirement, and the criteria used in the review process, are documented in [Seattle IT Policy PR-02](#), the “Surveillance Policy”.

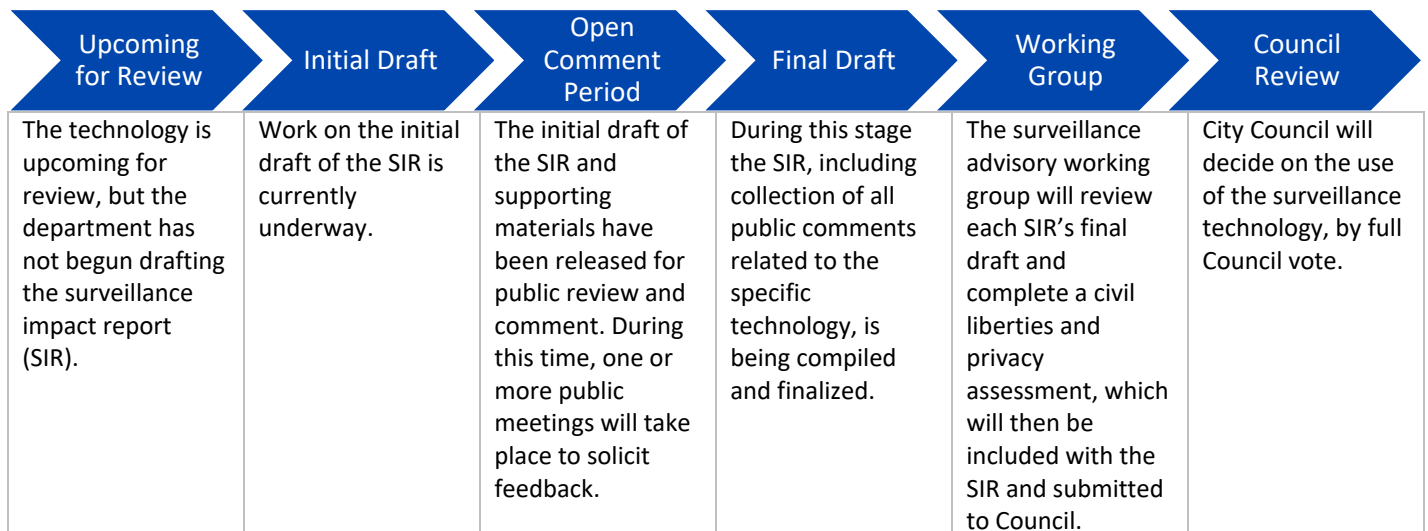
## How this Document is Completed

This document is completed by the requesting department staff, support and coordinated by the Seattle Information Technology Department (“Seattle IT”). As Seattle IT and department staff complete the document, they should keep the following in mind.

1. Responses to questions should be in the text or check boxes only; all other information (questions, descriptions, etc.) Should **not** be edited by the department staff completing this document.
2. All content in this report will be available externally to the public. With this in mind, avoid using acronyms, slang, or other terms which may not be well-known to external audiences. Additionally, responses should be written using principally non-technical language to ensure they are accessible to audiences unfamiliar with the topic.

## Surveillance Ordinance Review Process

The following is a high-level outline of the complete SIR review process.



# Privacy Impact Assessment

## Purpose

A Privacy Impact Assessment (“PIA”) is a method for collecting and documenting detailed information collected in order to conduct an in-depth privacy review of a program or project. A PIA asks questions about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. It also requests information about policies, training and documentation that govern use of the technology. The PIA responses are used to determine privacy risks associated with a project and mitigations that may reduce some or all of those risks. In the interests of transparency about data collection and management, the City of Seattle has committed to publishing all PIAs on an outward facing website for public access.

## When is a Privacy Impact Assessment Required?

A PIA may be required in two circumstances.

1. When a project, technology, or other review has been flagged as having a high privacy risk.
2. When a technology is required to complete the surveillance impact report process. This is one deliverable that comprises the report.

## 1.0 Abstract

**1.1 Please provide a brief description (one paragraph) of the purpose and proposed use of the project/technology.**

Seattle Police Department (SPD) utilizes geolocation trackers to track and locate vehicle information during criminal investigations. Geolocation trackers are devices that SPD utilizes as a tool to locate and track the movements and locations of vehicles. Covert trackers are utilized only after obtaining legal authority via a court order or consent, and once the consent or terms of the order have expired all data collected is maintained only in the investigation file.

A category of GPS trackers (police pursuit management technology) are utilized to tag and track fleeing vehicles as a safer alternative to vehicle pursuits. In accordance with RCW 10.116.060.2.d, which requires agencies to “develop a plan to end the pursuit through the use of available pursuit intervention options,” This specialized GPS tracker allows SPD to track the precise location of a vehicle for which probable cause or reasonable suspicion of involvement in a crime has been established and accomplish the task of recovery or arrest without the need for initiating or continuing a vehicle pursuit.

## **1.2 Explain the reason the project/technology is being created or updated and why the PIA is required.**

Tracker technology directly tracks and collects location information of vehicles and indirectly tracks and collects the same information about individuals. Despite the requirement that covert trackers be utilized only pursuant to a search warrant or with consent, this could raise potential privacy concerns, such as general surveillance or tracking of the general public.

GPS pursuit mitigation trackers also directly track and collect location information of vehicles and, indirectly, their occupants. While this technology is limited by policy to vehicles for which there is reasonable suspicion or probable cause, they could raise potential privacy concerns, such as general surveillance or tracking of the general public.

## **2.0 Project / Technology Overview**

Provide an overview of the project or technology. The overview gives the context and background necessary to understand the purpose, mission and justification for the project / technology proposed

### **2.1 Describe the benefits of the project/technology.**

Trackers allow SPD to remotely track vehicles electronically and to locate vehicles and individuals that are sought in connection with an active criminal investigation. They are utilized in these cases with the consent of a witness, a confidential informant, or within the scope of a judicially issued search warrant. They may also be used as a police pursuit management tool, where they can provide a critical alternative to high-speed pursuits that can endanger the safety of both residents and police personnel. Without this technology, SPD would be unable to collect important evidence in some criminal investigations and subject community members to the dangers of high speed pursuit situations.

## 2.2 Provide any data or research demonstrating anticipated benefits.

The primary benefit of the covert tracking systems is in the gathering of evidence used in the resolution of criminal investigations. Proper gathering of location evidence of criminal activity by the police supports SPD's mission to prevent crime, enforce the law, and support quality public safety. "The value of employing electronic surveillance in the investigation of some forms of serious crime, in particular organized crime, is unquestionable. It allows the gathering of information unattainable through other means."<sup>1</sup>

In the case of the United States vs. Katzin, the U.S. Court of Appeals ruled law enforcement officials are allowed to use location tracking devices to trace a suspect's vehicle and monitor their activity once a warrant is properly obtained—which prevents law enforcement from trampling on a person's Fourth Amendment rights that protect them from "unreasonable searches and seizures."<sup>2</sup>

GPS pursuit mitigation tracking devices also offer an alternative to the need for vehicular pursuit of suspect vehicles. This only occurs when an officer has the equivalent of probable cause or reasonable suspicion of wrongdoing (including fleeing temporary detention like a traffic stop) and the apprehension of the fleeing suspect is needed but the danger of a pursuit is not reasonable. The device is then removed, and the location tracking ends at the point at which police detain the suspect vehicle. The vehicle-mounted GPS launcher has the ability to tag, track, and locate without compromising officer and community safety. The Police Executive Research Forum (PERF) recently conducted a study that showed that, "when properly deployed, (it) had a positive impact on the pursuit outcome for apprehensions."<sup>3</sup>

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<sup>1</sup> [https://www.unodc.org/documents/organized-crime/Law-Enforcement/Electronic\\_surveillance.pdf](https://www.unodc.org/documents/organized-crime/Law-Enforcement/Electronic_surveillance.pdf)

<sup>2</sup> <https://info.rastrac.com/blog/police-gps-tracking>

<sup>3</sup> <https://www.ojp.gov/pdffiles1/nij/grants/250549.pdf>



### 2.3 Describe the technology involved.

Covert tracking technology consists of interconnected hardware and software. The hardware, a real-time tracking and data logger, is a compact unit that adheres to or rides along with a targeted vehicle. These trackers are location tracking devices that report latitude and longitude coordinates on a pre-determined schedule that can be adjusted by users remotely. The hardware also logs high temperature alerts, low battery alerts, device removal, power/shut down alerts and battery level. The software consists of an online portal that collects the information captured by the hardware, and allows for graphic representation of that information, including mapping of locations and movement, alerts for established events (i.e., a vehicle has moved beyond an established boundary, etc.), and scheduling of “check-ins” (the reporting interval records the locations set in seconds, minutes or hours).

The data captured by a device is downloaded out of the online portal after the conclusion of a tracking schedule (due to the expiration of a search warrant or an investigation) and is provided to the Officer/Detective leading the investigation. The data is then purged from the software and the hardware is reset for future deployment, meaning no data captured is stored in any location other than the investigation file. This is in keeping with Washington State Retention Schedule for Records Documented as Part of More Formalized Records ([GS2016-009](#)). It requires that such records be retained “until verification of successful conversion/keying/transcription then destroy.”

In the beginning of 2020, cellular providers in the USA announced that the existing 3G cell networks would be decommissioned in 2022 as the newer 5G networks were phased in. Many of the existing SPD tracking devices were tied to the older 3G network and have been or will need to be replaced with similar-functioning updated 5G versions of the same location tracking technology.

In the case of GPS pursuit mitigation trackers, the GPS launcher deploys a GPS tracking tag onto a suspect vehicle. Once the GPS tag is attached to the vehicle, it communicates positional data to a mapping platform in real time. Law enforcement can then plan and coordinate an informed tactical response to make a safe arrest while maintaining community and officer safety. It is important to note that the GPS tag has a limited battery life (approximately 8 hours), preventing the possibility of long-term surveillance.

### 2.4 Describe how the project or use of technology relates to the department’s mission.

Utilizing location tracking devices to locate vehicles in pursuit of an investigation helps SPD to mitigate serious and/or violent criminal activity and reduce crime.

GPS pursuit mitigation trackers allow SPD to effect the arrest of fleeing suspects in vehicles without the need for vehicle pursuits that can place the public, the suspect, and officers, in danger.

## **2.5 Who will be involved with the deployment and use of the project / technology?**

Maintenance and utilization of covert vehicle trackers is managed by the Technical and Electronic Support Unit (TESU).

For deployment of location covert trackers for investigations by TESU, the requesting Officer/Detective completes requests for deployment (including a Request Form that must be completed, which includes the active search warrant number). A TESU supervisor then approves the request before a tracking device is assigned and deployed to an investigating Officer/Detective. All requests are filed with TESU and maintained within the unit, available for audit.

The hardware and software for GPS pursuit mitigation tracking systems are managed by the RTCC and deployed on police vehicles and via handheld launchers. Individual deployment of the GPS tracking units is determined by the police officer involved in determining probable cause or reasonable suspicion for the stop of a vehicle.

## **3.0 Use Governance**

Provide an outline of any rules that will govern the use of the project / technology. Please note: non-City entities contracting with the City are bound by restrictions specified in the surveillance ordinance and privacy principles and must provide written procedures for how the entity will comply with any restrictions identified.

### **3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.**

Each application of covert tracking technology is screened by the TESU supervisor and held to a legal standard of consent or court issued search warrant. The process is as follows: one member of the Unit is tasked with receiving requests for deployment (including a Request Form that must be completed by the requesting Officer/Detective, which includes the active search warrant number). A TESU supervisor then approves the request before a tracking device is assigned and deployed to an investigating Officer/Detective. All requests are filed with TESU and maintained within the unit, available for audit.

Prior to deployment of GPS pursuit mitigation trackers, officers must establish reasonable suspicion or probable cause for the stop of a vehicle. At that point, officers will have the discretion to deploy the GPS pursuit mitigation trackers if it appears the vehicle may flee. Additionally, if an officer engages in a pursuit with a vehicle, they can deploy a tracker and terminate the pursuit, relying on the tracker to follow the vehicle.

### **3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.**

Covert tracking devices are only utilized with express consent or search warrant authority. SPD must comply with all legal requirements for securing consent or a search warrant (see [US v. Jones](#) and [State v. Jackson](#)).

GPS pursuit mitigation trackers are only deployed when an officer has established reasonable suspicion or probable cause for the stop of a vehicle, the same standard as established by RCW 10.116.060.

### **3.3 Describe the policies and training required of all personnel operating the project / technology, and who has access to ensure compliance with use and management policies.**

Unit supervisors are responsible for screening all deployments as well as ensuring that staff receive adequate training specific to the involved technologies.

TESU personnel are trained by the vendor in the use of the hardware and software. When an Officer/Detective requests and deploys a tracking device from TESU, TESU personnel train the Officer/Detective in the tracker's use.

If the geolocation tracking device is being utilized pursuant to a search warrant, the warrant dictates the scope and parameters of the information collected.

[SPD Policy 6.060](#) requires that "information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion; the right to petition government for redress of grievances; and the right to privacy."

Officers are required to be trained in the policies and use of GPS pursuit mitigation trackers prior to deploying the equipment. Officers are trained by the Education and Training Section using training developed by SPD in collaboration with the technology vendors. Use of GPS pursuit mitigation trackers is monitored using the vendor software, as well as integrations to the Real Time Crime Center, and documented in police reports stored and maintained in the SPD RMS. Use of GPS pursuit mitigation trackers are reported via radio as soon as feasible and use acknowledged by an SPD supervisor.

## 4.0 Data Collection and Use

### 4.1 Provide details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other City departments.

Officers/Detectives obtain search warrants or consent to deploy vehicle tracking devices. The information is gathered consistent with [SPD Policy 6.060](#), such that it does not reasonably infringe upon “individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience the exercise of religion; the right to petition government for redress of grievances; and the right to privacy.”

Vehicle tracking data is temporarily stored by third-party vendors (as described in 2.3 above), until the schedule for collection of data has expired (per the search warrant or consent authorities), at which time all data collected is downloaded and attached to the investigation file. This is in keeping with the [Washington State Local Government Common Records Retention Schedule](#) Disposition Authority Number GS2016-009 Rev. 0, governing retention of records documented as part of more formalized records, and requiring that SPD “retain until verification of successful conversion/keying/transcription, then destroy.”

The only data collected by the GPS pursuit mitigation tracker is date, time, location (to include latitude/longitude), remaining battery life, the speed of the tag when moving, all of which is retrieved from the tracker itself. No other data is pulled in by GPS pursuit mitigation trackers.

### 4.2 What measures are in place to minimize inadvertent or improper collection of data?

Equipment deployment is constrained to the conditions stipulated by the consent or court order providing the legal authority. All deployments of tracking technology are documented and subject to audit by the Office of Inspector General and Federal Monitor at any time.

Data collected is provided to the case Detective for the investigation and no data is retained by the Technical and Electronic Support Unit.

The GPS pursuit mitigation tracker is applied to the vehicle in question by aiming with the launcher. No other information about the vehicle is collected. If a vehicle is inadvertently tagged, the tracker will be retrieved as quickly as possible and deactivated by the officer. Such deployments will be documented.

#### **4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?**

Officers/Detectives will provide written consent and/or a court approved warrant for covert vehicle tracking technology deployments, via the Request Form process. The Technical and Electronic Support Unit Supervisor will screen all tracking technology deployments to ensure that the appropriate authorities are in place before approving deployment of tracking technology.

Officers who have established probable cause or reasonable suspicion to stop a vehicle are able to deploy GPS pursuit mitigation trackers. Use of GPS pursuit mitigation trackers are reported via radio as soon as feasible and use acknowledged by an SPD supervisor.

#### **4.4 How often will the technology be in operation?**

Trackers are used, as appropriate, when supported by a search warrant or consent (of a witness or a confidential informant), in conjunction with an active investigation, or when use of GPS pursuit mitigation trackers is needed to prevent the need for the pursuit of a vehicle for which there is probable cause or reasonable suspicion to stop. The length of time that any one covert tracker might be utilized in an investigation is established, and constrained, by parameters established within the requisite search warrant. The battery of a GPS pursuit mitigation tracker is about eight (8) hours.

#### **4.5 What is the permanence of the installation? Is it installed permanently, or temporarily?**

Temporary.

#### **4.6 Is a physical object collecting data or images visible to the public? What are the markings to indicate that it is in use? What signage is used to determine department ownership and contact information?**

Physical objects involved in covert tracking deployments are unmarked as their purpose is in support of covert investigations.

GPS pursuit mitigation trackers are visible, as they are normally launched to attach to the rear of a vehicle, in plain view of the public. It is marked with a 10-digit serial number and barcode.

#### **4.7 How will data that is collected be accessed and by whom?**

Only authorized SPD users can access the vehicle tracking devices or the data while it resides in the system. Access to the vehicle tracking systems/technology is specific to system and password-protected.

Data removed from the vehicle tracking system/technology and entered into investigative files is securely input and used on SPD's password-protected network with access limited to detectives and identified supervisory personnel.

All SPD employees are backgrounded and access is controlled by SPD Manual Title 12 provisions governing Department Information Systems including [SPD Policy 12.040](#) - Department-Owned Computers, Devices & Software, [SPD Policy 12.050](#) - Criminal Justice Information Systems, [SPD Policy 12.080](#) - Department Records Access, Inspection & Dissemination, [SPD Policy 12.110](#) - Use of Department E-mail & Internet Systems, and [SPD Policy 12.111](#) - Use of Cloud Storage Services.

Data collected by the deployment of a GPS pursuit mitigation tracker is used by SPD personnel to track and locate vehicles for which there is probable cause or reasonable suspicions. These personnel may be patrol, investigations, or RTCC staff capable of broadcasting tracking information to responding units. OIG personnel will also have access for audit purposes.

Information regarding the track is included in police reports stored in the SPD RMS.

#### **4.8 If operated or used by another entity on behalf of the City, provide details about access, and applicable protocols.**

No entity, other than SPD personnel, utilize vehicle tracking technology. OIG personnel will have access for oversight requirements.

#### **4.9 What are acceptable reasons for access to the equipment and/or data collected?**

To deploy and utilize vehicle trackers, Officers/Detectives must submit a request form that requires proof of consent or search warrant, and active investigation, as evidenced by a GO number. After the scheduled parameters for collection of data expire, data is downloaded from the supporting software, and included in the investigation file. At that point, only SPD personnel involved in the investigation have access to this information.

When an officer has established probable cause or reasonable suspicion for a vehicle, the threshold for deployment and use of GPS pursuit mitigation trackers will have been met.

**4.10 What safeguards are in place, for protecting data from unauthorized access (encryption, access control mechanisms, etc.) And to provide an audit trail (viewer logging, modification logging, etc.)?**

Only Technical and Electronic Support Unit personnel have access to vehicle tracking equipment and services. Deployment of vehicle trackers follows a specific process (see 2.5 above) that requires consent or search warrant documentation. Access to data is documented with TESU and is made available to any auditing authority.

Only personnel with approved accounts in the GPS pursuit mitigation tracking system will have access to the data. The GPS pursuit mitigation tracking system and associated accounts will be managed by the RTCC system administrator.

## **5.0 Data Storage, Retention and Deletion**

### **5.1 How will data be securely stored?**

Data is securely stored by the vehicle tracking technology vendor and will be transferred to the case investigator only via Seattle Police Department owned and authorized technology. At that time, vehicle tracking data collected by the tracking device is downloaded from the vendor software and resides only with the investigation file.

GPS pursuit mitigation tracking data is stored on the AWS gov-cloud certified infrastructure and encrypted against unauthorized access. Vendors are required to be SOC2/Type II certified to meet City cybersecurity requirements.

### **5.2 How will the owner allow for departmental and other entities, to audit for compliance with legal deletion requirements?**

TESU keeps logs of vehicle tracking device requests, deployments, and access to the equipment. The Office of Inspector General and the federal monitor can access all data and audit for compliance at any time.

GPS pursuit mitigation tracking data retention standards are set by Seattle PD. Upon written authorization, technology vendors will delete data and verify such.

### 5.3 What measures will be used to destroy improperly collected data?

[SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a General Offense (GO) Report.

All information must be gathered and recorded in a manner that is consistent with [SPD Policy 6.060](#), such that it does not reasonably infringe upon “individual rights, liberties, and freedoms secured by the Constitution of the United States and of the State of Washington, including, among others, the freedom of speech, press, association and assembly; liberty of conscience; the exercise of religion; and the right to petition government for redress of grievances; or violate an individual’s right to privacy”.

All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

### 5.4 Which specific departmental unit or individual is responsible for ensuring compliance with data retention requirements?

Unit supervisors are responsible for ensuring compliance with data retention requirements within SPD.

SPD’s Intelligence and Analysis Section reviews the audit logs and ensures compliance with all regulations and requirements.

Audit, Policy & Research Section personnel can also conduct audits of all data collection software and systems. Additionally, any appropriate auditor, including the Office of Inspector General and the federal monitor can audit for compliance at any time.

RTCC System Administrators will manage the GPS pursuit mitigation tracking system to ensure that the retention requirements meet those of SPD.



## 6.0 Data Sharing and Accuracy

### 6.1 Which entity or entities inside and external to the City will be data sharing partners?

No person, outside of SPD, has direct access to the covert tracking units or the data. Data obtained from the system may be shared outside SPD with the other agencies, entities, or individuals within legal guidelines or as required by law.

Data may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney's Office
- King County Prosecuting Attorney's Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Data may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) ("PRA"). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible for receiving, recording, and responding to requests "for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies."

Discrete pieces of data collected by these tracking devices may be shared with other law enforcement agencies in wanted bulletins, and in connection with law enforcement investigations jointly conducted with those agencies, or in response to requests from law enforcement agencies investigating criminal activity as governed by [SPD Policy 12.050](#) and [12.110](#). All requests for data from Federal Immigration and Customs Enforcement (ICE) authorities are referred to the Mayor's Office Legal Counsel in accordance with the Mayoral Directive, dated February 6, 2018.

SPD shares data with authorized researchers pursuant to properly execute research and confidentiality agreements as provide by [SPD Policy 12.055](#). This sharing may include discrete pieces of data related to specific investigative files collected by the devices.

GPS pursuit mitigation tracking data will be shared with neighboring law enforcement agencies as needed for operational purposes. As tracked vehicles leave the City limits, it will become necessary for partner law enforcement agencies to have the tracking information to assist with tracking and apprehension. Conversely, other agencies using GPS pursuit mitigation tracking systems may need to share their tracking information with SPD as their tracked vehicles enter the City limits.

As the GPS pursuit mitigation tracking data is included in SPD police reports, the above listed agencies will also have access via investigative files.

## 6.2 Why is data sharing necessary?

Data sharing is necessary for SPD to fulfill its mission of contributing to crime reduction by assisting in collecting evidence related to serious and/or violent criminal activity as part of investigation, and to comply with legal requirements.

For GPS pursuit mitigation tracking, data sharing is critical, as fleeing suspects often cross jurisdictional boundaries, necessitating interagency cooperation.

## 6.3 Are there any restrictions on non-City data use?

Yes ☒ No ☐

### 6.3.1 If you answered yes, provide a copy of the department's procedures and policies for ensuring compliance with these restrictions.

Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#). In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).

Once disclosed in response to PRA request, there are no restrictions on non-City data use; however, applicable exemptions will be applied prior to disclosure to any requestor who is not authorized to receive exempt content.

## 6.4 How does the project/technology review and approve information sharing agreements, memorandums of understanding, new uses of the information, new access to the system by organizations within City of Seattle and outside agencies?

Research agreements must meet the standards reflected in [SPD Policy 12.055](#). Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#). In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).

Following Council approval of the SIR, SPD must seek Council approval for any material change to the purpose or manner in which Tracking Devices may be used.

**6.5 Explain how the project/technology checks the accuracy of the information collected. If accuracy is not checked, please explain why.**

Tracking devices capture location information as it moves in relation to GPS satellites as it moves locations. They may also rely on cellular technology to track its location. The devices do not check for accuracy, as they are simply capturing a live information and sending position information. They are not interpreting or otherwise, analyzing any data they collect.

For GPS pursuit mitigation tracking, officers arriving at the site of a tracked vehicle will validate the vehicle they observe matches the description of the vehicle for which there is probable cause or reasonable suspicion (including license plate where possible), prior to taking any additional enforcement action.

**6.6 Describe any procedures that allow individuals to access their information and correct inaccurate or erroneous information.**

Individuals may request records pursuant to the PRA, and individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

## **7.0 Legal Obligations, Risks and Compliance**

**7.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?**

Covert tracking devices are only utilized with express consent or search warrant authority. SPD must comply with all legal requirements for securing consent or a search warrant; see, [US v. Jones](#) and [State v. Jackson](#)). GPS pursuit mitigation trackers are only utilized when there is probable cause or reasonable suspicion that a vehicle has been involved in a crime, consistent with the RCW governing vehicle pursuits by law enforcement.

**7.2 Describe what privacy training is provided to users either generally or specifically relevant to the project/technology.**

[SPD Policy 12.050](#) mandates that all employees receive Security Awareness Training (Level 2), and all employees also receive City Privacy Training.

**7.3 Given the specific data elements collected, describe the privacy risks identified and for each risk, explain how it was mitigated. Specific risks may be inherent in the sources or methods of collection, or the quality or quantity of information included.**

Privacy risks revolve around improper collection of location information of members of the general public. As it relates to covert tracking, SPD mitigates this risk by deploying them consistent to the stipulations outlined in the Washington Privacy Act, [Chapt. 9.73 RCW](#), and only by consent and/or with authorization of a court-ordered warrant. For GPS pursuit mitigation trackers, deployment is limited to vehicles for which probable cause or reasonable suspicion has been established. Additionally, the limited battery life of GPS pursuit mitigation trackers reduces the likelihood of inadvertent tracking of uninvolved parties. The ACLU cited this limitation in their letter addressing the use of GPS pursuit mitigation as a reason they are not concerned with civil liberties related to the use of this technology.

[SMC 14.12](#) and [SPD Policy 6.060](#) direct all SPD personnel to “any documentation of information concerning a person’s sexual preferences or practices, or their political or religious activities must be for a relevant reason and serve a legitimate law enforcement purpose.”

Additionally, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Finally, see 5.3 for a detailed discussion about procedures related to noncompliance.

#### **7.4 Is there any aspect of the project/technology that might cause concern by giving the appearance to the public of privacy intrusion or misuse of personal information?**

Inherent in information obtained through covertly tracking members of the public is the risk that private information may be obtained about members of the public without their knowledge and that their Fourth Amendment protections against “unreasonable searches” may be violated. This risk and those privacy risks outlined in 7.3 above are mitigated by legal requirements and auditing processes (i.e., maintenance of all requests, copies of consent forms and warrants) that allow for any auditor, including the Office of Inspector General and the federal monitor, to inspect use and deployment of tracking devices. The potential of privacy risk is mitigated by the requirement of consent and/or court ordered warrant before the technology is utilized.

The use of GPS pursuit mitigation trackers is limited to vehicles for which probable cause or reasonable suspicion has been established, the same standard set forth in state law for justification of vehicle pursuits. By tracking such a vehicle, it is possible to, by default, track the occupants of that vehicle. However, such occupants would be the subjects of a criminal investigation, either listed as suspects or eliminated through investigative efforts. The same concerns and mitigations listed above for covert tracking systems apply to GPS pursuit mitigation trackers.

In 2014, Jay Stanley, a senior policy analyst for the ACLU, wrote an opinion letter supporting the use of Starchase, a GPS pursuit mitigation tracking vendors long as the technology is used as intended in the exigent moments surrounding a police stop and pursuit, and not to subvert what would otherwise require a warrant. In 2022, Mr. Stanley reaffirmed this position, saying “I have not heard of any civil liberty issues with that technology.”<sup>4</sup>

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<sup>4</sup> ACLU “GPS Bullets’ Allow Police To Shoot a Tracker Onto a Car, Jay Stanley

## 8.0 Monitoring and Enforcement

### 8.1 Describe how the project/technology maintains a record of any disclosures outside of the department.

Each unit maintains logs of deployment. These logs are available for audit, both internally and externally.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible to receive and record all requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.”

Any requests for public disclosure are logged by SPD’s Public Disclosure Unit. Any action taken, and data released subsequently, is then tracked through the request log. Responses to Public Disclosure Requests, including responsive records provided to a requestor, are retained by SPD for two years after the request is completed.

The technology vendor does not provide records to anyone other than Seattle PD, except by department preauthorized data sharing agreements.

### 8.2 What auditing measures are in place to safeguard the information, and policies that pertain to them, as well as who has access to the audit data? Explain whether the project/technology conducts self-audits, third party audits or reviews.

No formal audits exist for covert tracking device deployments; however, requests to utilize covert tracking devices, as well as logs of deployments, are kept within each unit, and are subject to audit by the unit supervisors, Office of the Inspector General, and the federal monitor at any time.

GPS pursuit mitigation trackers create a record of the deployment, to include the dates, times, locations (including latitude/longitude). These records are maintained in accordance with the Department’s retention requirements and can be view at any time by the Office of the Inspector General.

# Financial Information

## Purpose

This section provides a description of the fiscal impact of the surveillance technology, as required by the surveillance ordinance.

### 1.0 Fiscal Impact

Provide a description of the fiscal impact of the project/technology by answering the questions below.

#### 1.1 Current or potential sources of funding: initial acquisition costs.

Current ☒ potential ☐

Date of initial acquisition	Date of go live	Direct initial acquisition cost	Professional services for acquisition	Other acquisition costs	Initial acquisition funding source
	June 2025	\$250,000			Dept of Commerce Law Enforcement Pursuit Tech

Notes:

#### 1.2 Current or potential sources of funding: on-going operating costs, including maintenance, licensing, personnel, legal/compliance use auditing, data retention and security costs.

Current ☐ potential ☒

Annual maintenance and licensing	Legal/compliance, audit, data retention and other security costs	Department overhead	IT overhead	Annual funding source
\$37,500				

Notes:

If the GPS pursuit mitigation trackers are determined to be a worthwhile program, the ongoing cost to maintain the 25 launchers' subscriptions is \$37,500.

### **1.3 Cost savings potential through use of the technology**

Cost savings may be seen in reduced liability from decreased number of vehicle pursuits, which often result in litigation. Additionally, pursuits often result in damage to city owned equipment, specifically police cars. This technology can reduce those costs as well by negating the need for pursuits.

### **1.4 Current or potential sources of funding including subsidies or free products offered by vendors or governmental entities**

Additional grants may be available in the future to provide ongoing funding, should the department decide to increase or continue the deployment.



## Expertise and References

### Purpose

The following information is provided to ensure that Council has a group of experts to reference while reviewing the completed surveillance impact report (“SIR”). Any individuals or agencies referenced must be made aware ahead of publication that their information has been included. All materials must be available for Council to access or review, without requiring additional purchase or contract.

### 1.0 Other Government References

Please list any other government bodies that have implemented this technology and can speak to the implementation of this technology.

Agency, municipality, etc.	Primary contact	Description of current use
Tacoma Police Department	Deputy Chief Paul Junger	Pursuit mitigation.

### 2.0 Academics, Consultants, and Other Experts

Please list any experts in the technology under consideration, or in the technical completion of the service or function the technology is responsible for.

Agency, municipality, etc.	Primary contact	Description of current use

### 3.0 White Papers or Other Documents

Please list any authoritative publication, report or guide that is relevant to the use of this technology or this type of technology.

Title	Publication	Link
GPS Bullets’ Allow Police to Shoot a Tracker Onto a Car	American Civil Liberties Union (ACLU)	<a href="https://www.aclu.org/news/national-security/gps-bullets-allow-police-shoot-tracker-car">https://www.aclu.org/news/national-security/gps-bullets-allow-police-shoot-tracker-car</a>
Pursuit Technology Impact Assessment	Police Executive Research Forum	<a href="https://www.ojp.gov/pdffiles1/nij/grants/250549.pdf">https://www.ojp.gov/pdffiles1/nij/grants/250549.pdf</a>

# Racial Equity Toolkit (“RET”) and engagement for public comment worksheet

## Purpose

Departments submitting a SIR are required to complete an adapted version of the Racial Equity Toolkit (“RET”) in order to:

- Provide a framework for the mindful completion of the SIR in a way that is sensitive to the historic exclusion of vulnerable and historically underrepresented communities. Particularly, to inform the public engagement efforts departments will complete as part of the surveillance impact report.
- Highlight and mitigate any impacts on racial equity from the adoption and the use of the technology.
- Highlight and mitigate any disparate impacts on individuals or vulnerable communities.
- Fulfill the public engagement requirements of the surveillance impact report.

## Adaptation of the RET for Surveillance Impact Reports

The RET was adapted for the specific use by the Seattle Information Technology Departments’ (“Seattle IT”) Privacy Team, the Office of Civil Rights (“OCR”), and Change Team members from Seattle IT, Seattle City Light, Seattle Fire Department, Seattle Police Department, and Seattle Department of Transportation.

## Racial Equity Toolkit Overview

The vision of the Seattle Race and Social Justice Initiative (“RSJI”) is to eliminate racial inequity in the community. To do this requires ending individual racism, institutional racism and structural racism. The RET lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

### 1.0 Set Outcomes

**1.1. Seattle City Council has defined the following inclusion criteria in the surveillance ordinance, and they serve as important touchstones for the risks departments are being asked to resolve and/or mitigate. Which of the following inclusion criteria apply to this technology?**

- ☐ The technology disparately impacts disadvantaged groups.
- ☐ There is a high likelihood that personally identifiable information will be shared with non-City entities that will use the data for a purpose other than providing the City with a contractually agreed-upon service.
- ☐ The technology collects data that is personally identifiable even if obscured, de-identified, or anonymized after collection.
- ☐ The technology raises reasonable concerns about impacts to civil liberty, freedom of speech or association, racial equity, or social justice.

**1.2 What are the potential impacts on civil liberties through the implementation of this technology? How is the department mitigating these risks?**

None, per ACLU letter.

**1.3 What are the risks for racial or ethnicity-based bias through each use or deployment of this technology? How is the department mitigating these risks?**

Include a description of any issues that may arise such as algorithmic bias or the possibility for ethnic bias to emerge in people and/or system decision-making.

None.

**1.4 Where in the City is the technology used or deployed?**

☒ all Seattle neighborhoods

- |   |  |
|---|--|
| <input type="checkbox"/> Ballard                | <input type="checkbox"/> Northwest   |
| <input type="checkbox"/> Belltown               | <input type="checkbox"/> Madison Park / Madison Valley                         |
| <input type="checkbox"/> Beacon Hill            | <input type="checkbox"/> Magnolia  |
| <input type="checkbox"/> Capitol Hill           | <input type="checkbox"/> Rainier Beach   |
| <input type="checkbox"/> Central District       | <input type="checkbox"/> Ravenna / Laurelhurst                                 |
| <input type="checkbox"/> Columbia City          | <input type="checkbox"/> South Lake Union / Eastlake                           |
| <input type="checkbox"/> Delridge               | <input type="checkbox"/> Southeast   |
| <input type="checkbox"/> First Hill             | <input type="checkbox"/> Southwest   |
| <input type="checkbox"/> Georgetown             | <input type="checkbox"/> South Park  |
| <input type="checkbox"/> Greenwood / Phinney    | <input type="checkbox"/> Wallingford / Fremont                                 |
| <input type="checkbox"/> International District | <input type="checkbox"/> West Seattle  |
| <input type="checkbox"/> Interbay               | <input checked="" type="checkbox"/> King county (outside Seattle) (Mutual Aid) |
| <input type="checkbox"/> North                  | <input checked="" type="checkbox"/> Outside King County (Mutual Aid)           |
| <input type="checkbox"/> Northeast              |  |

If possible, please include any maps or visualizations of historical deployments / use.

If possible, please include any maps or visualizations of historical deployments / use here.

**1.4.1 What are the racial demographics of those living in this area or impacted by these issues?**

No information at this time.

**1.4.2 How does the Department to ensure diverse neighborhoods, communities, or individuals are not specifically targeted through the use or deployment of this technology?**

The technology will be equally deployed throughout the city to maximize availability for needed deployments.

**1.5 How do decisions around data sharing have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

None.

**1.6 How do decisions around data storage and retention have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

None identified.

**1.7 What are potential unintended consequences (both negative and positive potential impact)? What proactive steps can you can / have you taken to ensure these consequences do not occur.**

There is potential for officers to default into a pursuit in an effort to apply the tag. This can be addressed by policy and training.

## **2.0 Public Outreach**

SMC 14.18 does not require material updates to go through the same process as the original SIR.

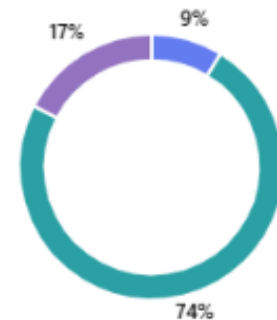
## **3.0 Public Comment Analysis**

The public comment period was April 14, 2025 to April 28, 2025.

### **3.1 Summary of Response Volume**

### 9. OPTIONAL Demographic Question: Age Range

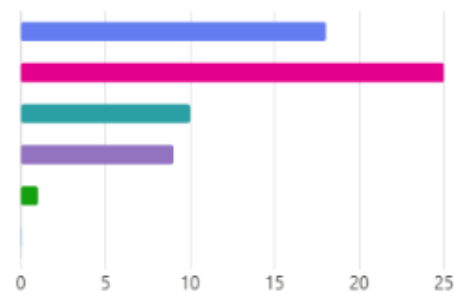
● Prefer not to identify	6
● Under 18	0
● 18 - 44	51
● 45 - 64	12
● 65+	0



### 11. OPTIONAL Demographic Question: Gender

[More details](#)

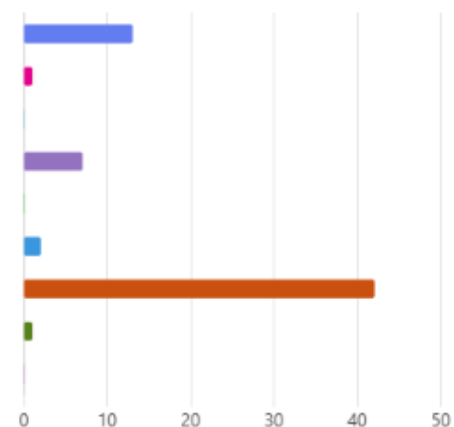
● Prefer not to say	18
● Woman	25
● Man	10
● Non-binary or gender non-conforming	9
● Transgender	1
● Not listed	0

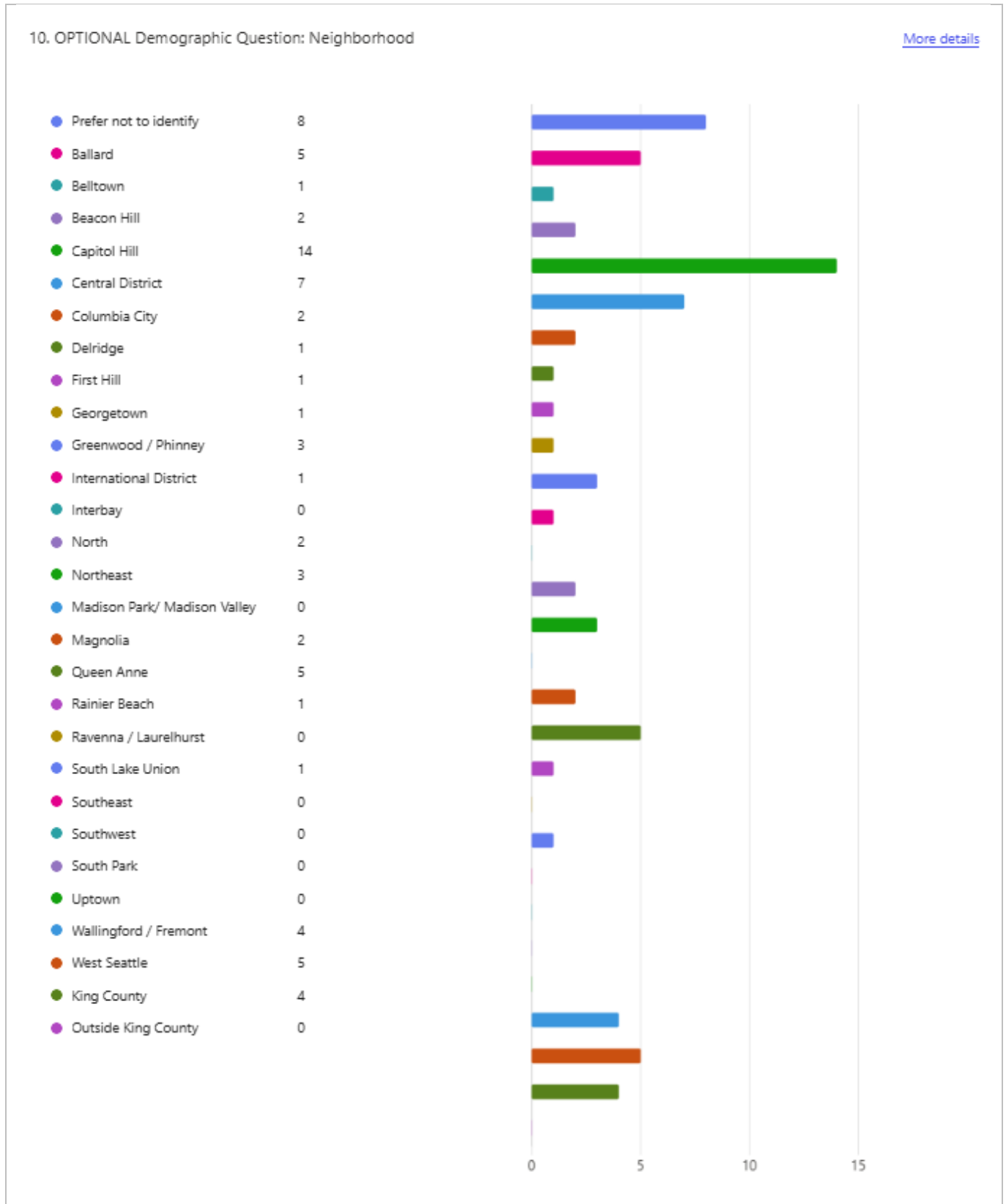


### 12. OPTIONAL Demographic Question: Which race (s) / ethnicity (or ethnicities) do you identify as

[More details](#)

● Prefer not to identify	13
● Black / African American	1
● Hispanic / Latino	0
● Asian / Asian American	7
● Native Hawaiian or Pacific Islander	0
● Indigenous	2
● White or Caucasian	42
● Another race/ethnicity	1
● Other	0





### **3.2 Question One: What concerns, if any, do you have about the use of this technology?**

Please see Appendix B.

### **3.3 Question Two: What value, if any, do you see in the use of this technology?**

Please see Appendix B.

### **3.4 Question Three: What would you want City leadership to consider when making a decision about the use of this technology?**

Please see Appendix B.

### **3.5 Question Four: General response to the technology.**

Please see Appendix B.

### **3.5 General Surveillance Comments**

These are comments received that are not particular to any technology currently under review.

Please see Appendix B.

## **4.0 Response to Public Comments**

### **4.1 How will you address the concerns that have been identified by the public?**

## **5.0 Equity Annual Reporting**

### **5.1 What metrics for this technology be reported to the CTO for the annual equity assessments?**

Metrics on covert tracking technology are gathered by the OIG for their annual surveillance technology audits.

Usage reports on GPS pursuit mitigation trackers will be available through the RTCC information portal and reports.

# Privacy and Civil Liberties Assessment

## Purpose

This section shall be completed after public engagement has concluded and the department has completed the racial equity toolkit section above. The privacy and civil liberties assessment is completed by the community surveillance working group (“working group”), per the surveillance ordinance which states that the working group shall:

“Provide to the executive and the City Council a privacy and civil liberties impact assessment for each SIR that must be included with any departmental request for surveillance technology acquisition or in-use approval. The impact assessment shall include a description of the potential impact of the surveillance technology on civil rights and liberties and potential disparate impacts on communities of color and other marginalized communities. The CTO shall share with the working group a copy of the SIR that shall also be posted during the period of public engagement. At the conclusion of the public engagement period, the CTO shall share the final proposed SIR with the working group at least six weeks prior to submittal of the SIR to Council for approval. The working group shall provide its impact assessment in writing to the executive and the City Council for inclusion in the SIR within six weeks of receiving the final proposed SIR. If the working group does not provide the impact assessment before such time, the working group must ask for a two-week extension of time to City Council in writing. If the working group fails to submit an impact statement within eight weeks of receiving the SIR, the department and City Council may proceed with ordinance approval without the impact statement.”

## Working Group Privacy and Civil Liberties Assessment

SMC 14.18 does not require material updates to go through the same process as the original SIR. Please consult [Ordinance 126776](#) adopted by the City Council on 2/28/23 to view the original Privacy and Civil Liberties Assessment.



## Appendix A: Glossary

**Accountable:** (taken from the racial equity toolkit.) Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

**Community outcomes:** (taken from the racial equity toolkit.) The specific result you are seeking to achieve that advances racial equity.

**Contracting equity:** (taken from the racial equity toolkit.) Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

**DON:** “department of neighborhoods.”

**Immigrant and refugee access to services:** (taken from the racial equity toolkit.) Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle’s civic, economic and cultural life.

**Inclusive outreach and public engagement:** (taken from the racial equity toolkit.) Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

**Individual racism:** (taken from the racial equity toolkit.) Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege, and people of color internalizing oppression.

**Institutional racism:** (taken from the racial equity toolkit.) Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

**OCR:** “Office of Civil Rights.”

**Opportunity areas:** (taken from the racial equity toolkit.) One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: education, health, community development, criminal justice, jobs, housing, and the environment.

**Racial equity:** (taken from the racial equity toolkit.) When social, economic and political opportunities are not predicted based upon a person’s race.

**Racial inequity:** (taken from the racial equity toolkit.) When a person's race can predict their social, economic, and political opportunities and outcomes.

**RET:** "racial equity toolkit"

**Seattle neighborhoods:** (taken from the racial equity toolkit neighborhood.) Boundaries defined for the purpose of understanding geographic areas in Seattle.

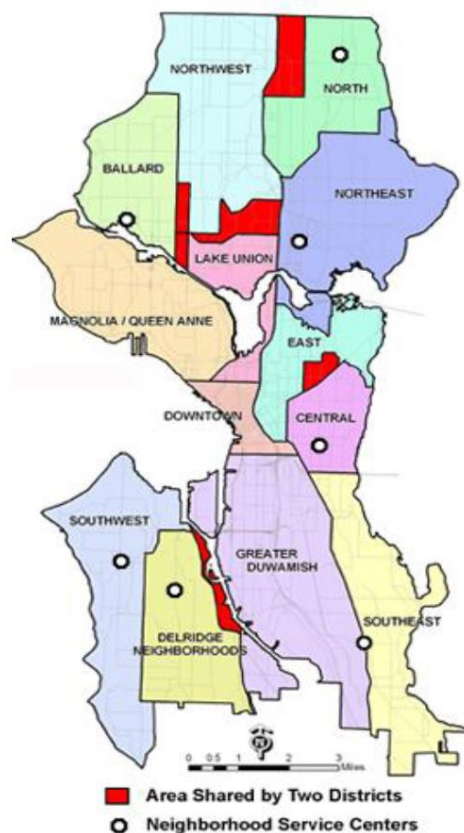
**Stakeholders:** (taken from the racial equity toolkit.) Those impacted by proposed policy, program, or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle housing authority, schools, community-based organizations, change teams, City employees, unions, etc.

**Structural racism:** (taken from the racial equity toolkit.) The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

**Surveillance ordinance:** Seattle City Council passed ordinance [125376](#), also referred to as the "surveillance ordinance."

**SIR:** "surveillance impact report", a document which captures the fulfillment of the Council-defined surveillance technology review process, as required by ordinance [125376](#).

**Workforce equity:** (taken from the racial equity toolkit.) Ensure the City's workforce diversity reflects the diversity of Seattle.



## **Appendix B: Public Comment Period (4/14/25 to 4/28/25)**

Dear Seattle City Leadership,

Here is my public comment on the Material Updates to the proposed new SPD Tracking Devices Surveillance Impact Report (SIR).

### **Highest Concern - Huge Change Necessitates New Standalone SIR, Not Material Update:**

First and foremost, this proposed change should not be happening via a Material Update to an existing SIR. The changes described by SPD are not an update to an existing technology but instead are entirely new technology and so should have it's own standalone fresh SIR. The new pursuit trackers are from a completely different vendor (likely StarChase) and are not inter-operable with the existing undercover covert location trackers SPD uses (CovertTrack). The pursuit trackers are also: managed by a different team in SPD (RTCC, not the TESU); don't have a formal check-in/-out paperwork process and instead are solely used under (supposedly) exigent circumstances; have a different legal threshold for when they are used (probable cause/reasonable suspicion, not warrant/consent higher threshold); and would be expected to have have vastly different duration of deployment & success criteria (near-term apprehension, not primarily to gather data for a longer-term investigation). Additionally, the City's own tracked-changes document shows that they replaced all of their answers to every question in the SIR, which that alone should justify a standalone new SIR, not a Material Update process. Moreover, the Racial Equity Toolkit (RET) include in the SIR seems to have had all it's answers replaced such that they *\*only\** are regarding the pursuit trackers and the covert trackers are no longer even included in the RET. Similarly, the Financial Information section was also replaced such that it too seems to *\*only\** cover the pursuit trackers, not the covert trackers. In multiple places throughout the SIR, SPD does not clearly distinguish whether statements they made are referring to covert or pursuit trackers (especially later into the SIR). Given the final SIR that is approved by City Council is legally binding, there should not be any ambiguities. Clearly this is more than sufficient evidence that the pursuit trackers should be split off and have their own new standalone SIR created, not poorly glued onto the covert trackers SIR via the Material Update process.

### **Pursuit Location Trackers Concerns & Recommendations**

1) **Dangerously Lowers Standard for SPD Engagement:** Wider scope of "reasonable suspicion" and "may flee" lowers the existing bar in SPD's Police Manual and increases the likelihood of escalation of violence in police encounters.

- (a) Item 3.2 of the revised SIR says that, in order to deploy the pursuit trackers, "officers must establish reasonable suspicion or probable cause for the stop of a vehicle. At that point, officers will have the discretion to deploy the GPS pursuit mitigation trackers if it appears the vehicle may flee."
- (b) SPD's Police Manual (13.031-POL-2) says that sworn employees may not initiate a pursuit unless: "...There is reasonable suspicion to believe that a person in the vehicle has committed or is committing a **violent offense or sex offense** (RCW 9.94A.030); **and The person poses a threat of death or serious physical injury to others** such that, under the circumstances, the public safety risks of failing to apprehend or identify the person are greater than inherent risk of pursuit driving;..." [bolding mine, reference:  
<https://public.powerdms.com/Sea4550/tree/documents/2042751> ]
- (c) Both unnarrowed "reasonable suspicion" and "may flee" is SIR greatly lower the existing threshold for SPD's level of engagement with residents.

- (d) Using the threshold of reasonable suspicion at a traffic stop means that SPD could deploy a tracker against residents stopped for low-level traffic violations and not wanted in connection with a violent or sexual offense nor posing a threat to others, simply for avoiding eye contact or other neurodivergent behavior that frequently is misunderstood by officers as suspicious or dangerous [ <https://uwe-repository.worktribe.com/output/8688572/caught-in-the-net-police-powers-of-investigation-and-the-risks-for-autistic-individuals> ]
- (e) Even the act of firing the tracker at the vehicle, especially if the resident's vehicle had come to a stop, increases the likelihood for escalation of violence since the the resident may think that the sound they heard and the thud on their vehicle was SPD opening fire on them and they may in turn respond with more violence.
- (f) If the purpose of pursuit trackers is to avoid high speed pursuits, then the trackers should only be deployed under at least the same existing legal threshold for when SPD would otherwise initiate a high speed pursuit.
- (g) The 2014 ACLU National post referenced by SPD in the revised SIR specifically says it should only be used "in police chases that commence when a police officer has the equivalent of probable cause", so SPD's proposed threshold is below the minimum level stated by their own reference [ <https://www.aclu.org/news/national-security/gps-bullets-allow-police-shoot-tracker-car> ]. In addition to stating probable cause is the minimum, please note that the ACLU National letter also said "chases that commence", not "will commence", because the legal standard should not rely on guesswork and officer biases - "may flee" is a completely unacceptable legal threshold to use.

**Recommendation:** SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, replace "may flee" with "is currently fleeing" and remove "reasonable suspicion" and instead require at the minimum "probable cause" before a pursuit tracker can be deployed.

2) Won't Reduce SPD High-Speed Pursuits: The revised SIR doesn't require SPD to terminate the pursuit once the tracker is deployed and SPD officers also have a history of engaging in uncalled for high speed pursuits.

- (a) The revised SIR only says that officers **can** terminate a pursuit after the tracker is deployed. The SIR does not say officers must terminate the pursuit.
- (b) And multiple SPD officers have a history of engaging in uncalled for high speed pursuits, which shows a department-wide problem, and this only includes the sustained OPA findings in the last couple of years (so not counting the situations that weren't reported to OPA):
  - 2024OPA-0012: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2024OPA-0012ccs7-2-24.pdf>
  - 2024OPA-0044: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2024OPA-0044ccs5-23-24.pdf>
  - 2024OPA-0225: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2024OPA-0225ccs1-31-25.pdf>
  - 2023OPA-0015: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2023OPA-0015ccs090823.pdf>
  - 2023OPA-0056: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2023OPA-0056ccs081723.pdf>

- 2021OPA-0528: <https://www.seattle.gov/documents/departments/opa/closedcasesummaries/2021opa-0528ccs060922.pdf>
- 2021OPA-0281: <https://www.seattle.gov/documents/departments/opa/closedcasesummaries/2021opa-0281ccs032922.pdf>
- 2021OPA-0063: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2021OPA-0063ccs111821.pdf>
- 2020OPA-0407: <https://www.seattle.gov/Documents/Departments/OPA/ClosedCaseSummaries/2020OPA-0407ccs012921.pdf>

**Recommendation:** SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, require that SPD terminate the pursuit once the tracker is deployed.

3) **Irresponsible Use of City Funds:** The cost information provided by SPD is both incomplete and appears inflated; plus pursuit trackers require a subscription for which SPD has no funding source.

- (a) It's completely irresponsible to sign the City up for yet more recurring costs for more cop tech toys while the City is facing a historical deficit.
- (b) SPD deleted both the initial acquisition and annual maintenance & licensing cost of the undercover covert trackers which were included in items 1.1 and 1.2 of the Financial Information section of the revised SIR. Presumably SPD is not throwing away their covert trackers and surely the vendor is not providing location services for free, so the Financial Information section is now incomplete.
- (c) SPD says the direct initial acquisition cost for the system is \$250,000 (which doesn't include professional services, like vendor-provided installations or training) and they'll have 25 pursuit trackers, which equals \$10,000 per tracker launcher system. However, other cities are paying around \$5,000 - \$6,000 per launcher system acquisition [see: <https://www.policemag.com/vehicle-ops/article/15347647/pursuit-tracking> and <https://www.tontitown.com/wp-content/uploads/2020/02/10b-Star-Chase.pdf> ]. This means SPD's listed direct acquisition cost is roughly \$100,000 over the expected cost. So the Financial Information SPD provided appears to be inflated.
- (d) Additionally, the recurring annual cost is listed by SPD as \$37,500 (or \$1,500 per tracker) lists the annual funding source as "Unknown". This means that SPD will use state grant money to acquire hardware that then also signs the City up for recurring additional costs that have no funding source.
- (e) The 2017 Pursuit Technology Impact Assessment referenced by SPD in the revised SIR states that "The GPS tags are consumables that must be replaced after use. The tags, once deployed/used, are recovered and sent back to StarChase for either refurbishment or replacement" [ <https://www.ojp.gov/pdffiles1/nij/grants/250549.pdf> ]. However, SPD does not mention this in the SIR, nor did SPD clarify whether or not there is any additional cost associated with refurbishment or replacement of each tracker. This is another way the fiscal information is incomplete.
- (f) The ineffectiveness of pursuit location trackers combined with their cost is why multiple other municipalities have not renewed their contracts [see: <https://www.tmj4.com/news/i-team/praised-milwaukee-police-starchase-pursuit-program-shelved> and <https://oaklandside.org/2024/07/22/oakland-police-pursuits-starchase/> ]

**Recommendation:** SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, require that the Financial Information section must be updated to reflect real actual totals and breakdowns of the cost for both the pursuit trackers and undercover location trackers.

## Undercover Covert Location Trackers

1) Covert Trackers Used for Non-Felony Investigations: Nothing limits or prohibits SPD from using undercover location trackers for non-felony criminal investigations.

- (a) The UN ODC report cited by SPD in the SIR, states that "The use by law enforcement of electronic surveillance should not be an investigative tool of first resort, instead its use should be considered when other less intrusive means have proven ineffective or when there is no reasonable alternative to obtain crucial information or evidence" and "In general, the principles or policy considerations which limit the use of electronic evidence surveillance in the investigation of serious crime include ... Proportionality: that the intrusion into privacy is proportionate to the seriousness of the suspected offence and the evidence it is anticipated will be obtained" [[https://www.unodc.org/documents/organized-crime/Law-Enforcement/Electronic\\_surveillance.pdf](https://www.unodc.org/documents/organized-crime/Law-Enforcement/Electronic_surveillance.pdf)].
- (b) Nothing explicitly requires that SPD's use of undercover location trackers is proportional to the crime or otherwise limited to specific types of crime.

Recommendation: SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, limit the use of undercover location trackers to only "violent offenses" or "most serious offenses", as defined in RCW 9.94A.030.

2) Abuse of Covert Trackers for Personal Use: These devices could be used as tools of domestic violence, stalking, and blackmail.

- (a) The Seattle Surveillance Ordinance doesn't address individual City employees acting outside the scope of what's been approved via the Ordinance; so an individual officer using one of these covert trackers to surveil their current partner, ex-partner, or dating prospects is not illegal under the Ordinance.
- (b) Similarly, an individual officer could use one of these covert trackers to surveil, say, a journalist who has written harsh exposé on the officer or the SPOG, and that is not illegal under the Ordinance.
- (c) The Surveillance Ordinance lacks preventions, protections, remedies, and penalties for these types of situations.

Recommendation: SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, explicitly add a provision that the use of tracking devices except pursuant to that defined in the final SIR exposes the individual officer to criminal or civil liability.

3) True Consent Frequently Impossible: Given the power imbalance between an SPD officer and member of the public, many people would not feel they have the power to deny the request for consent-based usage of these tracking devices. It may not take much for people to feel coerced into giving consent, even if it puts their own life in danger.

Recommendation: SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, require legal representation for all consent-based use of the undercover location tracking devices.

4) Excessive Data Sharing: Nothing prohibits the propagation of the geolocation data from these devices, such as to partner agencies uninvolved with the investigation and/or to Fusion Centers. This is specially concerning when that location data was for a case where charges were dropped; or the data was shared before it gets validated via the court proceedings process (so the evidence in the location might be so poor

in quality to not be admissible in court but is already shared with an outside agency or Fusion Center in that unvalidated state). It would also be concerning if the location data was shared without a warrant. Recommendation: SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, prohibit SPD from sharing location data attained from covert tracking devices without a warrant or when the charges are dropped. This includes not sharing such data with Fusion Centers.

5) Predictive Policing: Predictive policing is highly biased by its very nature and it has a high likelihood of endangering & ruining the lives of innocent people. So it's very concerning that nothing prohibits SPD from feeding location data from covert tracking devices into predictive policing software.

Recommendation: Ban predictive policing.

6) No Data Localization: The online portal mentioned in item 2.3 in the SIR is hosted externally to the SPD network and very likely isn't even hosted inside WA state. This means that the manufacturer (CovertTrack) would have access to all the GPS data being collected by the device; and that data isn't protected by the Keep WA Working Act or the WA Shield Law. And the SIR doesn't include what security controls are in place to prevent the public from accessing the portal.

Recommendation: SPD must not deploy trackers. If City Council approves of this anyways, then at a minimum, require that the data generated by the covert trackers is entirely collected, processed, and stored only within WA state.

Please seriously consider my public comment. Thank you



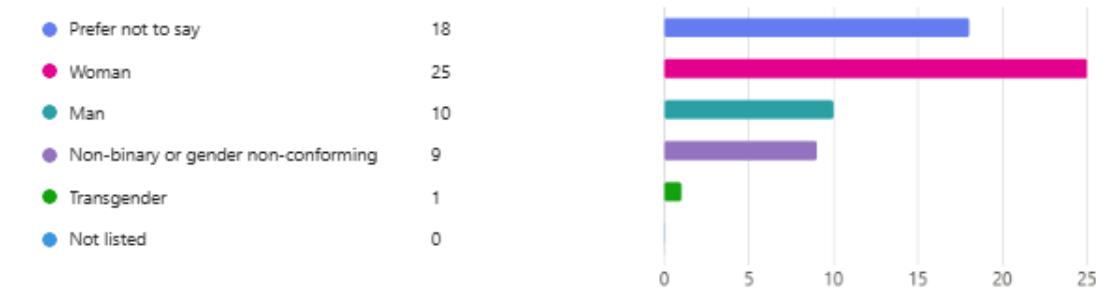
Demographic Questions:

9. OPTIONAL Demographic Question: Age Range



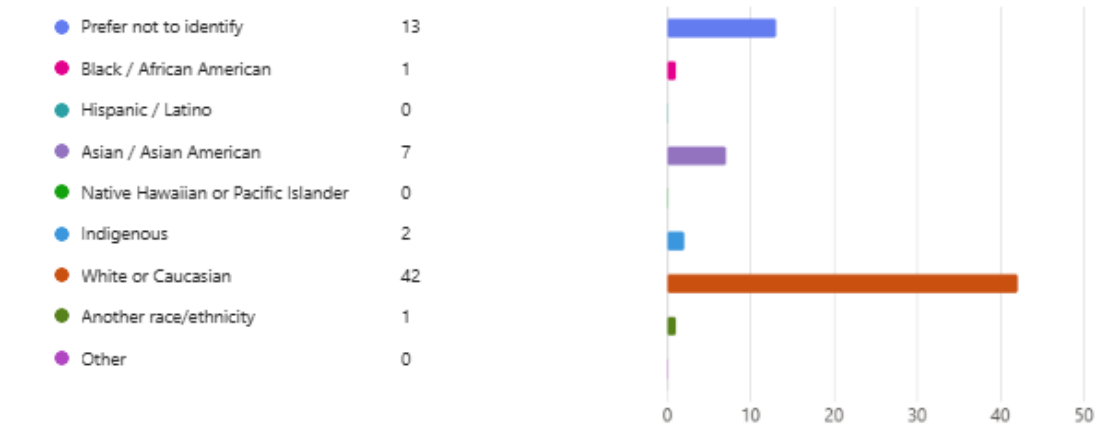
11. OPTIONAL Demographic Question: Gender

[More details](#)



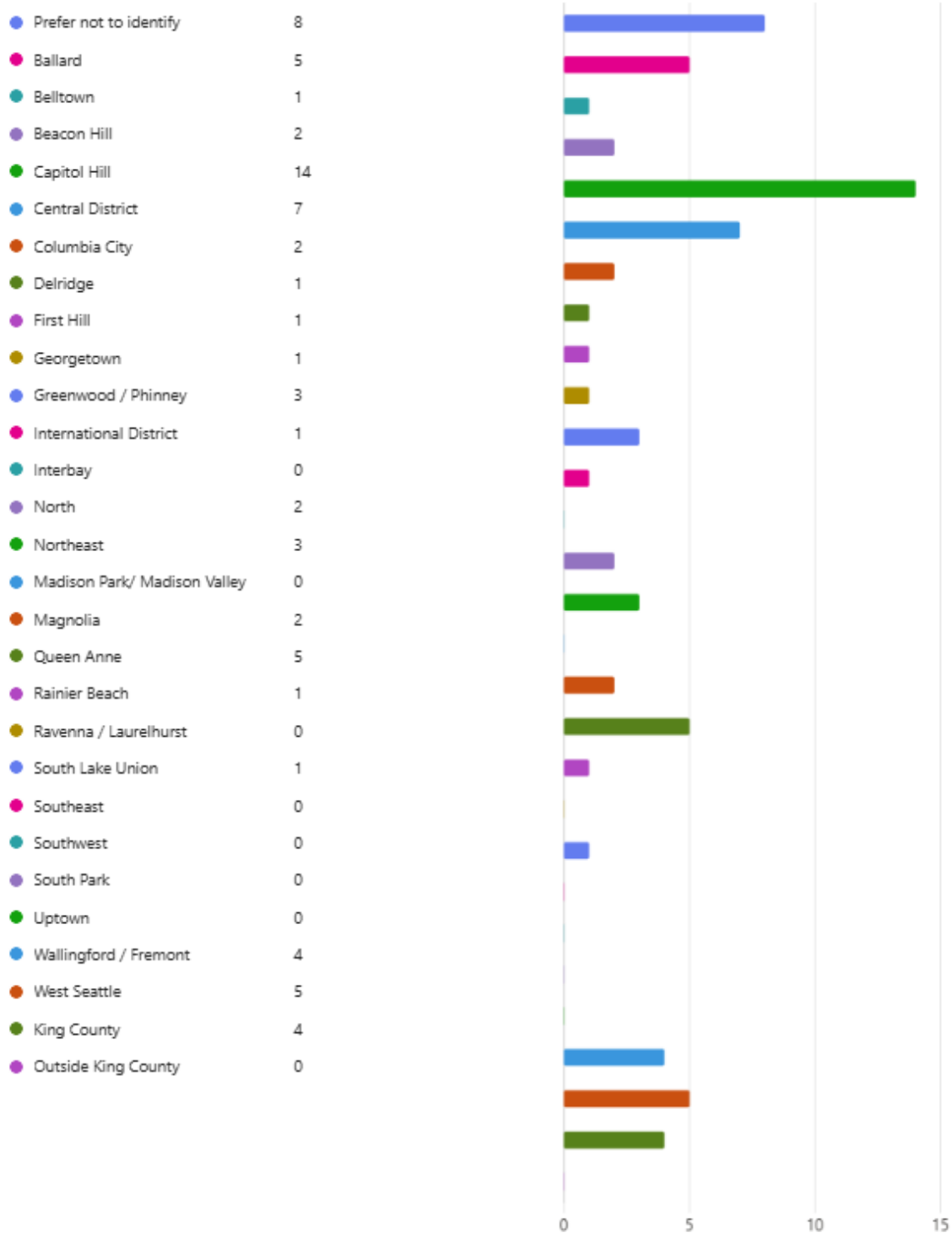
12. OPTIONAL Demographic Question: Which race (s) / ethnicity (or ethnicities) do you identify as

[More details](#)



## 10. OPTIONAL Demographic Question: Neighborhood

[More details](#)



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1	This is such a gross violation of civil rights. Police especially SPD will use this in any way they please and puts people who are for example exercising protected rights to free speech and assembly at risk for unethical tracking.		Absolutely none. For SPD to abuse their already extensive power to wreak havoc		The best interest of its constituents and not what SPOG lobbies for new toys		
2	We already live in a surveillance state with a violent and dangerous police force. SPD are known for being reckless with vehicles. Empowering them to mark more "suspected criminal" cars will lead to more reckless car chases and violence against pedestrians, as well as encroaching on people's basic rights to dignity, privacy and due process.		None.		I would appeal to their moral values and ask them to think of their constituents. What will actually keep people safest? Not allowing unlimited police supervision!		

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3	This will cost the SPD and taxpayers far too much money to defend. "Reasonable Suspicion" is too low a standard, too ambiguous, and will likely bring about quick lawsuits. There is precedent for requiring a much higher standard of probable cause and warrants for this type of surveillance in other cities that will, no doubt, be cited in cases against SPD if this were to be implemented.	It's also wrong and quite chilling to want to allow this sort of surveillance against citizens on the whim of police officers in the field at any given moment.			You conscience. The rights that you yourselves would want if you found one of these trackers on your car, your spouse's car, or your child's car. Or, if none of that gets through, the money this will cost the city to defend.		

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4	Placing a tracking device on a vehicle should require a signed search warrant from a judge. "Reasonable suspicion" is not sufficient to permit the installation of a tracking device on a vehicle, and constitutes an unreasonable search under the 4th Amendment. Since the search is unconstitutional, it cannot be lawful, therefore police officers who install a tracking device without a warrant should be tried and convicted personally for stalking under state law RCW 9A.46.110.		Tracking devices and other invasive surveillance technology are not necessary. The police should focus on making the best use of the tools they have.		City leadership should focus on keeping the police department accountable for their actions and acting in the best interests of the people they ought to be protecting. Expanding the police's use of surveillance technology, if anything, increases the risk that officers abuse their power and do harm.		
5	Without probable cause, then it's a privacy violation.	So many civil liberty violations on the premise of this. Too many to list here.	None. Just another tool for the police to over-utilize on mostly innocent people.		Pay attention to civil liberties.		

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6	This is a blatant attempt to track anyone Trump doesn't like. "Reasonable" means absolutely nothing when citizens are already being disappeared by law enforcement. This is obviously a fascist move.		There is no value in the use of this technology.		Consider whether you have the moral integrity to stand up to what Trump is doing. Grow a spine.	Take into account that if you allow this to go ahead, you are capitulating to a fascist regime.	
7	This will be used to harm our communities and enforce nothing but racism and more violence against our neighbors.	Don't let the cops have trackers the cops are literally killing people constantly.	Put trackers on cop cars and let the people they endanger keep track of them	I see no value in surveillance that only serves to divide us and shatter us and disempower us.	Consider the vulnerable people who will be harmed with the misuse of the power of this technology by an institution that continues to misuse its power and technology. Consider all the vulnerable people who won't be helped at all by this technology. Consider how this is just another gift to protect business and ingrained power, and harm our communities.	Just don't, you know it is wrong, and if you don't, you are a blind fool.	You are our government, you need to protect us.
8	It can give law enforcement an easy way to track any vehicle. "Reasonable suspicion" is a low standard that allows for a breach of privacy.		None, the community will be more unsafe because of this technology				

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9	This can be used to target innocent people. Don't let w surveillance state become a reality				How this can disproportionately be used in a buased way based on suspicion instead of fact		
10	Fascism		Not much		Right to privacy	Misuse possibilities are massive and life changing	Who watches the watchers
11	With "reasonable suspicion", the threshold of justification is low and these can easily be abused by SPD for stalking exes and other unethical surveillance, which there are multiple recorded instances of with SPD with other surveillance technology. These technologies have not been shown to decrease high speed pursuits and there is always a power imbalance where it is very difficult for a person to not consent to a tracker		I see this as harmful and not beneficial to the public in Seattle		Do not spend more resources giving SPD more surveillance technology which doesn't actually improve public safety, instead use those resources to directly help people in need		

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12	Both Covert Trackers and Pursuit Mitigation Trackers raise serious civil liberties concerns. Covert Trackers enable warrantless, mass surveillance with little oversight, while Pursuit Mitigation Trackers escalate interactions and create unnecessary danger during traffic stops. SPD's history of misusing surveillance tools makes the use of these technologies especially troubling.		There is no demonstrated value in either of these technologies that outweighs the risks. SPD has provided no data proving Pursuit Mitigation Trackers reduce police pursuits or improve safety. Covert Trackers only serve to expand surveillance with minimal effort or oversight, undermining community trust. If these tools were effective, SPD should be able to show clear, peer-reviewed evidence of improved safety or reduced pursuits. Instead, they are seeking broad authorization based on vague claims. Given SPD's documented record of ignoring pursuit policies and misusing data systems, these technologies are likely to be abused.		City leadership should consider the broader impact on civil liberties, public safety, and community trust. These tools enable more surveillance and more escalation, not less. SPD has repeatedly ignored policies and oversight; adding new technologies without strong accountability only compounds the problem. Consent to surveillance is not valid when there is a power imbalance, as the ACLU has pointed out. "Reasonable suspicion" and "may flee" are dangerously low thresholds that open the door to overreach and discrimination. These tools should be rejected outright—not regulated or reformed.		Why is the public comment period so short for such significant surveillance technologies? The rushed timeline suggests a lack of transparency and a disregard for meaningful community engagement. SPD should not be trusted with expanded surveillance authority without clear, proven benefits and real accountability mechanisms.



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13	The degree of government surveillance is already way too great. It does not need to be expanded.		None. The police already have enough tools at their disposal to initiate traffic stops, and have demonstrated willingness to manufacture probable cause.		Consider that the expansion of police power and surveillance under the current government, one that is rife with abuses of power, is a disaster in the making.		
14	<p>Government surveillance is increasingly correlated with demonstrable violations of civil liberties. Further, the bar for StarChase is so incredibly low and subject to bias, poor judgment, and straightforward mistakes that will inevitably harm our most vulnerable neighbors and community members.</p> <p>Our community does not need increased surveillance. Our community will not benefit from living in greater fear of the police than we already do. The harms that will surely come from this far, far, far exceed the potential benefits of the use of such technology.</p> <p>SPD, do NOT do this.</p>	Yes. Use of this technology only increases harm to our community. SPDs role should be to decrease harm, not increase it.	I see value only in the rarest of cases ("rare" meaning not even once per year in the state of WA). And in those cases, the very highest standards, and the most scrupulous and thorough judicial review should be required. Such reviews should be so strict that more often than not, a warrant is denied.		Listen to your community members and legal experts who are making the case that this is a very bad idea. Do NOT proceed with use of this technology.	This will make us less safe. Do NOT do this. Please.	Please, do NOT do this.

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15	<p>Covert trackers increase the number of people under SPD surveillance by making it a lot easier for SPD to surveil people. Needing to have cops follow a car means SPD has to be very selective about who it surveils and creates a really high bar for surveillance. Being able to just put a tracker on a car &amp; not devote cops means SPD doesn't need to be so selective and lowers the bar for surveillance. The use of covert trackers not being limited to investigations of certain crimes demonstrates how these trackers increase the number of people being surveilled. Approval for covert trackers should be revoked due to this expansion.</p> <p>A member of the public can't genuinely consent to SPD placing a covert tracker due to the power imbalance between SPD and the member of the public. Any request by SPD to place a tracker is inherently coercive especially since SPD is allowed to lie to the public/use deception while members of the public can't legally do the same. If approval for covert trackers does not get revoked, use of them should be limited to court orders.</p> <p>Pursuit mitigation</p>	<p>The SIR's framing of RCW 10.116.060. 2.d as requiring police departments to acquire new pursuit mitigation technologies is so misleading that it could be considered a lie. That RCW merely states that after initiating an individual pursuit, the police should try to end that pursuit as soon as possible based on available options. The RCW doesn't say anything about acquiring additional options or expanding what options are available to each police department.</p>	<p>None. Police pursuits are incredibly dangerous and should be legislated out of existence, but these trackers will not reduce pursuits.</p>		<p>Why is the city considering technology (pursuit mitigation trackers) that does not reduce pursuits &amp; can potentially create pursuits?</p> <p>Why is the city giving SPD technology (covert trackers) that increase the number of people being surveilled and lower the threshold for someone to be surveilled by making surveillance so much easier?</p> <p>Why is the bar for use of both technologies so low? Covert trackers not requiring a court order and being available for any type of investigation. Pursuit mitigation trackers being allowed for pre-crime scenarios of thinking a vehicle "may flee" and for all types of crime based on nothing more than a single officers hunch.</p> <p>4th amendment impacts of allowing police to track a vehicle for up to 8 hours based on nothing more than an officers hunch.</p> <p>Burden pursuit mitigation trackers place on members of the public to know exactly what is going on at all time.</p> <p>Why is SPD getting more toys supposedly to eliminate pursuits when SPD does not follow existing policy restricting pursuits?</p> <p>Why would SPD end pursuits due to a GPS tracker being on a car when SPD's history</p>	<p>SPD's ability to use covert trackers should be revoked, and SPD should not be allowed to acquire pursuit mitigation trackers.</p>	<p>The public comment period being so short suggests that the city doesn't actually want to hear from the public on these technologies.</p>

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	<p>trackers don't decrease police pursuits. SPD didn't submit any research indicating that these trackers cut down on the number of pursuits, duration of pursuits, or speed of pursuits. SPD has a history of officers engaging in dangerous pursuits that are not are barred by existing policy and not disciplining (or very lightly disciplining) those officers. SPD even has even pursued a vehicle through a crowded park and off a pedestrian bridge even though SPD was tracking it via Onstar/GPS &amp; Onstar offered to remotely disable the vehicle.</p> <p>Pursuit mitigation trackers have the potential to increase police pursuits by allowing SPD to use them on vehicles that "may flee." Firing a tracker at the vehicle of someone that is currently complying is an escalation by SPD. Pursuit mitigation trackers hold members of the public to a much higher standard than SPD. SPD can use them for "reasonable suspicion" which is effectively a hunch or if they have a hunch/guess/claim that the member of the public "may flee" in the future. This is an incredibly low bar that's purely based on a single cop's perception (or</p>				shows they pursue cars being tracked by GPS.		

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	<p>claimed perception) and not based on actual facts. The member of the public is expected to know that what suddenly hit their car is a pursuit tracker fired by SPD and respond accordingly. If a member of the public panics &amp; drives away because they thought what just hit their car was something else, they're facing charges of attempting to flee.</p> <p>Pursuit trackers currently have an 8 hour battery life. This opens the door for SPD to use them not to end a pursuit, but to surveil someone for a few hours without the person knowing based on nothing more than a hunch. This seems like a clear violation of the 4th amendment.</p>						

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16	I'm concerned that these technologies will encourage unsafe and unreasonable police pursuits. There are several examples of SPD inappropriately pursuing vehicles, and my concern is that these technologies will encourage more of this action. SPU hasn't provided any information showing that this technology will reduce the number of pursuits. I would like to see time, energy, and money focused on reducing the number of pursuits rather than investing in this technology.	I am very concerned that this gives too much room for police to surveil the public. I am extremely concerned that use of this technology could escalate traffic stops. If someone doesn't know it's a tracker getting shot at their car, or if someone is in any way under informed about what is going on or experiencing any power dynamic between themselves and police which favors the police, this will escalate a situation. As the ACLU pointed out in a 2022 comment, it's very unlikely that someone could legitimately consent to SPD putting a tracking device on their vehicle.	There is no demonstrated value, and there is no clear, peer reviewed evidence showing that this technology will reduce police pursuits or improve safety in our city.	No.	Please consider the environment of fear and distrust that this will foster in our city if these technologies are implemented. People are already scared. This will make things worse. These technologies need to be completely rejected. We need effective solutions to makeign Seattle safer.	No.	Why is the public comment period so short? Have you consulted with community members of different races and ethnicities about how this would impact them and questions they have? Have you considered the valid points and concerns raised by ACLU? Have you considered the worst case scenario of what would happen if a police officer disobeying orders had these technologies at their disposal?

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17	I think the wording is way too vague. "May flee" means that a officer can guess and judge a presumed innocent person. I also think that in a pursuit, if the GPS pursuit mitigation trackers are deployed, the offer MUST stop the pursuit. Not "can", which allows the officer to waste resources and continue to endanger people around them by continuing the pursuit. Also, for data storage, if the tracker is used because of a consenting witness, when will the data be deleted? Where will deployments that tag the wrong vehicle be documented?		Stopping high speed pursuits that harm citizens.		The lack of data. Thus far we only have the word of SPD that this has "positive outcomes" but until they can point to numbers that show this can decrease the number of high speed pursuits AND that those decreases resulted in higher safety, I do not believe them.		
18	Concern for privacy		None. There is already plenty		Consider the people who will be affected by this. The people who will be targeted by cops		

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19	<p>Covert trackers require either a court order/warrant or “consent” to be installed. As the ACLU pointed out in its June 2, 2022 comments on group 4b surveillance technologies (page 94), it is highly unlikely a person can legitimately consent to SPD placing a tracking device due to the power imbalance between SPD and the person. This difference in power means any request by SPD is naturally coercive/comes with a threat making a consent illegitimate.</p> <p>SPD has not provided any data showing that pursuit mitigation trackers actually reduce the number of pursuits. The Pursuit Technology Impact Assessment that SPD references did not examine whether or not these trackers reduce the number of pursuits, the duration of pursuits, or the speed of pursuits.</p>	<p>These are a way for police to escalate traffic stops and create high speed pursuit situations. This places a massive burden on the member of the public whose car SPD shoots at to know in the moment that what was fired was a GPS tracker. Some people will panic and try to flee because they won't have enough information to know what is happening.</p> <p>Police pursuits are incredibly dangerous and should be eliminated. But, these trackers won't cut down on pursuits by SPD, SPD will be free to continuing pursuing someone even after shooting a pursuit</p>	I see no value for the people of Seattle with this technology.				

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		mitigation tracker.					



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20	I am very concerned about SPD's history of misusing police systems to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife & her friends histories, share information about a domestic violence investigation, and break HIPAA laws & share health information. Even the OPA has misused data and broken HIPAA laws.	SPD has not provided any data showing that pursuit mitigation trackers actually reduce the number of pursuits. The Pursuit Technology Impact Assessment that SPD references did not examine whether or not these trackers reduce the number of pursuits, the duration of pursuits, or the speed of pursuits. The biggest pursuit mitigation tracker company, StarChase, has been around for almost 20 years which is more than enough time to study whether these trackers actually reduce pursuits.	None.	No.	Human rights. Privacy and freedom from surveillance and biased targeting		

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21	SPD has a history of abusing surveillance tools, they do not need access to this type of technology, "reasonable suspicion" is too broad of a scope and will endanger vulnerable populations		none, this will harm populations that SPD already discriminates against.		SPD previously pursued a vehicle that was being tracked via GPS into a crowded park & off a pedestrian bridge even though the vehicle was equipped with Onstar which was tracking the vehicle for SPD & offered to remotely shut down the vehicle. Having access to technology doesn't deter their behavior.		

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22	<p>I have myriad concerns about putting this tech in the hands of the police department. SPD has shown time &amp; time again that they can not be trusted to use surveillance technology in a responsible or legal way. The department has been marred by more scandals than I can count &amp; faced an injunction from the DOJ. Giving these officers carte blanche to conduct mass surveillance on Seattlites with a laughably low threshold to justify is not only a violation of our rights to privacy but also sets a dangerous precedent that plummets us ever closer to fascism and the mass surveillance state. This is a huge waste of taxpayer money &amp; will not reduce high speed chases. It also endangers citizens who may naturally panic when they are being shot at without warning by police officers. This is a foolish idea that is out of step with what the people of Seattle want. Do not give the police guild city funds for this unnecessary unsafe tool that will be used to infringe on the rights of everyday people.</p>				<p>It will end up costing the city well beyond the already exorbitant price tag for this 'new toy' via the onslaught of lawsuits the PD will be subjected to when they invariably use this surveillance technology in inappropriate &amp; illegal manners, as they have repeatedly demonstrated when given other surveillance technologies.</p>		

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23	SPD should not have either of these technologies. It should not be allowed to purchase pursuit mitigation trackers, and its ability to use covert trackers should be revoked. SPD should not be able to surveil so many people at once and it's unlikely that people will be able to give consent due to power imbalance with police. Police will coerce them into allowing covert trackers. For pursuit mitigation trackers, "Reasonable suspicion" is an incredibly low threshold, cops have claimed things like averting eye contact or shaking hands are reasonable suspicion. And, "may flee" is even lower, it is a cop guessing what might happen. SPD has not provided any data showing that pursuit mitigation trackers actually reduce the number of pursuits.		No value. Too much police surveillance and dangerous technology.		Both technologies share the issue of SPD's history of misusing police systems to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife & her friends histories, share information about a domestic violence investigation, and break HIPAA laws & share health information. Even the OPA has misused data and broken HIPAA laws. Police pursuits are incredibly dangerous and should be eliminated. But, these trackers won't cut down on pursuits by SPD, SPD will be free to continuing pursuing someone even after shooting a pursuit mitigation tracker. SPD pursues who it wants to regardless of policy or technology.		

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24	It's unnecessary surveillance that has the vast potential for abuse by officers. There is no data that this technology helps reduce police pursuits. What it does do is give officers new tech to abuse and intimidate citizens. As the city grapples with budget constraints, particularly public schools, road conditions, and housing services, it is unconscionable that SPD wants to spend city budget on gadgets with no practical benefit.	It gives police too much power to stalk and surveil people and a dangerously low bar for employing the technology against any citizen at will. It gives officers the tools for abuse, not safety.	None. There is no value in SPD being able to track citizens. No good can come of this.		Consider how the technology can likely be abused or weaponized against civilians. Consider: Is there data proving the effectiveness of the technology? There is not in this case. Also consider how the funds can be used to actually serve the public (schools, infrastructure, housing), not just SPD's desire for shiny new toys.		Why does SPD really want these new gadgets? It certainly isn't to protect us.

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25	Mis-use and abuse of the technology by SPD officers (SPD has a long history of this!). The general increase in surveillance technology, which has been proven to be targeted unfairly towards minority communities. Waste of resources. We don't need this technology to make Seattle safer, and SPD officers will still have high speed chases, it's what they love to do		None		Please consider that a large and diverse coalition pushes back against new surveillance technologies every time SPD tries to waste our taxpayer money on them. No means no, we don't want or need more surveillance tech!		

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26	<p>Covert Trackers – GPS trackers SPD installs as part of an investigation without the vehicle owner’s knowledge. Covert trackers require either a court order/warrant or “consent” to be installed.</p> <p>- As the ACLU pointed out in its June 2, 2022 comments on group 4b surveillance technologies (page 94), it is highly unlikely a person can legitimately consent to SPD placing a tracking device due to the power imbalance between SPD and the person. This difference in power means any request by SPD is naturally coercive/comes with a threat making a consent illegitimate.</p> <p>- Remote tracking, like covert trackers, increase the number of people being tracked by police because the barriers to the police using them are so low. Police are free to assign officers to follow/surveil someone, we’ve all seen this in various movies. Having officers follow/surveil someone is very resource intensive which limits the number of people the police can subject to such invasive surveillance creating some protection against mass surveillance. Covert trackers don’t require much in the way of officer time and allow for police</p>	<p>Pursuit Mitigation Trackers (aka StarChase) Pursuit Mitigation Trackers – Are projectiles that police shoot at cars SPD wants to acquire and be able to use these trackers any time there’s “reasonable suspicion” a vehicle was involved in a crime or if a cop thinks a car “may flee” a traffic stop. This is absurdly broad. “Reasonable suspicion” is an incredibly low threshold, cops have claimed things like averting eye contact or shaking hands are reasonable suspicion. And, “may flee” is even lower, it is a cop guessing what might happen. SPD has not provided any data</p>	None.	<p>Both Technologies</p> <p>Both technologies share the issue of SPD’s history of misusing police systems to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife &amp; her friends histories, share information about a domestic violence investigation, and break HIPAA laws &amp; share health information. Even the OPA has misused data and broken HIPAA laws.</p>	<p>The civil rights of and consent its citizens?</p> <p>How the SPD’s history of abusing these technologies makes issuing them additional capacity to do so an absurd proposal?</p>	<p>How about you actually start investing in our communities, instead of pretending to be the progressive leaders you are while making this city friendly only to corporations and the police?</p>	

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	departments to greatly increase the number of people they surveil.	showing that pursuit mitigation trackers actually reduce the number of pursuits. The Pursuit Technology Impact Assessment that SPD references did not examine whether or not these trackers reduce the number of pursuits, the duration of pursuits, or the speed of pursuits. The biggest pursuit mitigation tracker company, StarChase, has been around for almost 20 years which is more than enough time to study whether these trackers actually reduce pursuits. These are a way for police to escalate traffic stops and create high speed pursuit situations. This places a massive burden on the member					



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		<p>of the public whose car SPD shoots at to know in the moment that what was fired was a GPS tracker. Some people will panic and try to flee because they won't have enough information to know what is happening. Police pursuits are incredibly dangerous and should be eliminated. But, these trackers won't cut down on pursuits by SPD, SPD will be free to continue pursuing someone even after shooting a pursuit mitigation tracker. SPD pursues who it wants to regardless of policy or technology. To put it another way, cops don't become cops to not engage in</p>					

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		<p>high speed pursuits. Some examples: SPD pursued a vehicle that was being tracked via GPS into a crowded park &amp; off a pedestrian bridge even though the vehicle was equipped with Onstar which was tracking the vehicle for SPD &amp; offered to remotely shut down the vehicle. SPD pursued a vehicle running stop signs and red lights despite being told by their superior to stop. SPD continuing a pursuit despite being order to stop, again SPD driving 3x the speed limit and running red lights without authorization for a pursuit. SPD invented probable cause to chase the</p>					

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		wrong car at 100 mph through South Seattle The current battery life of these trackers is 8 hours which opens the door for police to misuse them to spy on people based on the incredibly low bar of "reasonable suspicion" SPD's reference to RCW 10.116.060. 2.d in the material update is incredibly mis-leading. The RCW directs police departments to end each individual pursuit as soon as possible based on available options, it does NOT direct, authorize, or encourage police departments to acquire additional surveillance tech.					

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27	i don't think it's acceptable to track people without their knowledge and I think it'd be a waste of funds that could go into supporting the community better		I don't.		Consider the people. y'all already have a bad relationship w/the people this would make it worse.		
28	This is a waste of tax payer dollars, is the opposite of living in a "land of the free," is rife for abuse, and violates citizens privacy		Less than none		This will decrease investments in the city from domestic and international companies who don't want their rights and privacy violated indiscriminately		

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29	I dont think this is a good use of taxpayer money and I think it's a gross violation of my civil rights. Having an item placed on a car without the driver's knowledge or consent feels like entrapment and makes me feel as though my local police have nefarious motives. I don't see a world in which placing a tracker on a car is going to prevent police from giving chase if that car flees- I think they will just give chase but have a lower chance of losing the car. Either way it's dangerous, but trackers set a precedent of unmanned surveillance that I'm just not comfortable with as a citizen. It does not make me feel safer and makes me wonder what better uses the money for these could go to.				I would want city leadership to consider the privacy, safety, and trust of the citizens of its city. We're in a weird time in history and I think increased surveillance isn't always the answer.		
30	This is a privacy and safety issue. No one consents to being tracked. Police pursuits are regularly risky to everyone involved and the public. I believe the police can do their job without this technology.		None				

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31	The review process of new policing technologies needs more oversight. This is potentially very dangerous technology	Too much power given to law enforcement in an increasingly fascist administration	For tracking animals, not humans.		Instead of using this tech on civilians, we should be able to track police movements around the city. At all times.	Don't allow SPD to incorporate new surveillance tech like this without robust civilian and city oversight	
32	Misuse of funds that could be allocated to better things. Long history of SPD frightening misuse of technology to illegally spy for personal reasons, ex girlfriends, wives, domestic violence victims. Do not allow this.	Absolutely no to Covert Trackers and Pursuit Mitigation Tracker. Remote tracking, like covert trackers, increase the number of people being tracked by police because the barriers to the police using them are so low. Mass surveillance is not safety it's a gross overstep of police power and will drag in innocent citizens.	None currently. The spd already has the largest budget of any department in the city. They have more than enough to work with currently. If they cannot do their jobs with current funding, I honestly question their ability to do their jobs at all.		The SPD has so much money and technology at their disposal currently. How can they possibly justify more funding at this time to possibly be mis handled and used to surveil innocent law abiding citizens. Its already shown a history of doing so.		

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33	Privacy, abuse of power, a slippery slope for a hyper surveillance state that doesn't actually protect people. It protects assets of the state. The judgement that police officers make in pursuits have led to a lot of harm than good.		None.	Nope. Don't approve of this.	Think about the lack of ethics when technology is used in policing. There are no guardrails with even existing technology around surveillance and it hasn't even held police officers accountable to their constant overreach or when they've endangered people.	Consider REAL solutions that curb crime like affordable housing, living wages, affordable food, accessible transit, free/affordable healthcare, free/affordable schooling... When people's materials needs are met, there is less inclination to commit crimes.	
34	SPD is a department with a long history of abusing technology and power for nefarious purposes.	This is a terrible idea. They are rushing the approval process. whatever benefit it MIGHT provide (and the jury is VERY out on that) is overwhelmed by its potential for abuse.	Aside from increasing the surveillance state? NONE	Stop throwing money at this terrible department. Spend it on the homeless instead		Look at the record of this department when it come to creepy abuse of power!	Spend the money on folks that need it,

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35	SPD has a record of racial discrimination and violations of civil rights. We have the right to be free of invasive surveillance, and the allowed justifications for use of these technologies are incredibly broad.	No.	None at all.	No.	Our civil rights, the current political climate trend towards authoritarianism and government overreach, and SPD's long history of civil rights violations.	No.	No.
36	Misuse and abuse of the technology. The waste of tax payer money to fund and implement this. No support showing this technology would actually improve SPD's ability to keep civilians safe.		None.		SPD's long track record of abuse of power and funds. This technology would disproportionately hurt marginalized groups within our community.		I urge you to not approve the implementation of this technology.
37	Police misuse and disproportionate harm to BIPOC community just as we see in other police incidents		None		Actually hold a vote for use of tax dollars!	More studies that are impartial	
38	SPD has proven time and time again that they can't be trusted to responsibly use technology like this. Please do not approve.		None. Warrants are needed to track members of the public—random officers should not have access to these trackers.		Do not approve.		



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39	<p>Police are known to be more violent and aggressive to strangers and family than the average person by several degrees of magnitude. Giving them free rein to stalk and harass any woman and any person they like without the accountability of a warrant seeking process is going to enable abuse. Seattle PD in particular is exceptionally untrustworthy with surveillance and good judgement and has a long history of abusing their privileges to stalk women and kill women.</p> <p>Giving a group known to be full of abusers and stalkers more tools to stalk and harass women is a form of Boleyn r against your constituents I don't know how you can justify. Have some decency and stop rolling over to hand money over to a government entity that's had open DOJ investigations longer in tenure than most of you council members have been alive.</p> <p>This is extremely cowardly and irresponsible.</p>		<p>This will provide the police with even more institutional support to harass and assault women with cover of the city council. How many dead grad students do you need splattered across Capitol Hill before you have the common sense to stop this before it even comes up a vote?</p> <p>You should be ashamed of this. It should make you sick of yourselves.</p>	<p>I want to know how council members will stand to personally profit from this and after filling out this form that's what I'll look into next.</p>	<p>How many more women would you like to see dead at the hands of spd? Because this will empower these predators to escalate the existing culture of harassment and her blood will be on your hands.</p>		

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40	The barrier to using this technology is too low. The police do not need to be surveilling anyone in this manner.	The SPD does not have the trust of their community. They have used their power and force in unreasonable ways	None		That it's going to be too easy for the police to track anyone and everyone for any reason they deem fit.		
41	I do not trust these technologies in the hands of SPD or any state force.		None.		That money should be used to fund state workers, educators, and support public housing.	What could be better used with that money and build trust in our communities: investment in our wellbeing.	
42	I do not support this technology. The money for this would be better fit for affordable housing.		None		This is not what money should be spent on		

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43	<p>I'm concerned that this technology will be abused, particularly without consent for Covert Trackers. This is a breach of privacy. In situations where such technology is abused, I imagine SPD officers can use it on anyone (e.g. ex-romantic partners) for non-professional reasons. As someone who has dealt with a stalker, this causes feelings of fear, not safety.</p> <p>Pursuit Mitigation Trackers are also another form of technology that can be easily abused. 'Reasonable suspicion' to use such technology on a suspect is too subjective. Due to human and systemic biases, the chance is too great that the suspect is innocent, and that funds would be wasted on projectiles.</p> <p>More than anything, these forms of technology do not make me feel safer.</p>		To stalk people		Such forms of technology only exacerbates public fear, rather than making people feel safer.		

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44	<p>I have major concerns about and oppose the use of this technology.</p> <p>Covert Trackers Covert Trackers – GPS trackers SPD installs as part of an investigation without the vehicle owner’s knowledge. Covert trackers require either a court order/warrant or “consent” to be installed.</p> <p>As the ACLU pointed out in its June 2, 2022 comments on group 4b surveillance technologies (page 94), it is highly unlikely a person can legitimately consent to SPD placing a tracking device due to the power imbalance between SPD and the person. This difference in power means any request by SPD is naturally coercive/comes with a threat making a consent illegitimate. Remote tracking, like covert trackers, increase the number of people being tracked by police because the barriers to the police using them are so low. Police are free to assign officers to follow/surveil someone, we’ve all seen this in various movies. Having officers follow/surveil someone is very resource intensive which limits the number of people the police can subject to such invasive surveillance creating some protection against mass</p>	<p>Pursuit Mitigation Trackers (aka StarChase) Pursuit Mitigation Trackers – Are projectiles with GPS trackers that police shoot at cars SPD wants to acquire and be able to use these trackers any time there’s “reasonable suspicion” a vehicle was involved in a crime or if a cop thinks a car “may flee” a traffic stop. This is absurdly broad. “Reasonable suspicion” is an incredibly low threshold, cops have claimed things like averting eye contact or shaking hands are reasonable suspicion. And, “may flee” is even lower, it is a cop guessing what might happen. SPD has not provided any data</p>	Absolutely none.		<p>Both Technologies Both technologies share the issue of SPD’s history of misusing police systems to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife &amp; her friends histories, share information about a domestic violence investigation, and break HIPAA laws &amp; share health information. Even the OPA has misused data and broken HIPAA laws.</p>		

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	surveillance. Covert trackers don't require much in the way of officer time and allow for police departments to greatly increase the number of people they surveil.	showing that pursuit mitigation trackers actually reduce the number of pursuits. The Pursuit Technology Impact Assessment that SPD references did not examine whether or not these trackers reduce the number of pursuits, the duration of pursuits, or the speed of pursuits. The biggest pursuit mitigation tracker company, StarChase, has been around for almost 20 years which is more than enough time to study whether these trackers actually reduce pursuits. These are a way for police to escalate traffic stops and create high speed pursuit situations. This places a massive burden on the member					

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		<p>of the public whose car SPD shoots at to know in the moment that what was fired was a GPS tracker. Some people will panic and try to flee because they won't have enough information to know what is happening. Police pursuits are incredibly dangerous and should be eliminated. But, these trackers won't cut down on pursuits by SPD, SPD will be free to continue pursuing someone even after shooting a pursuit mitigation tracker. SPD pursues who it wants to regardless of policy or technology. To put it another way, cops don't become cops to not engage in</p>					

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		<p>high speed pursuits. Some examples: SPD pursued a vehicle that was being tracked via GPS into a crowded park &amp; off a pedestrian bridge even though the vehicle was equipped with Onstar which was tracking the vehicle for SPD &amp; offered to remotely shut down the vehicle. SPD pursued a vehicle running stop signs and red lights despite being told by their superior to stop. SPD continuing a pursuit despite being order to stop, again SPD driving 3x the speed limit and running red lights without authorization for a pursuit. SPD invented probable cause to chase the</p>					

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		wrong car at 100 mph through South Seattle The current battery life of these trackers is 8 hours which opens the door for police to misuse them to spy on people based on the incredibly low bar of “reasonable suspicion” SPD’s reference to RCW 10.116.060. 2.d in the material update is incredibly mis-leading. The RCW directs police departments to end each individual pursuit as soon as possible based on available options, it does NOT direct, authorize, or encourage police departments to acquire additional surveillance technology. RCW 10.116.060. 2.d – “(d) As soon as					



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		practicable after initiating a vehicular pursuit, the pursuing officer, supervising officer, if applicable, or responsible agency shall develop a plan to end the pursuit through the use of available pursuit intervention options, such as the use of the pursuit intervention technique, deployment of spike strips or other tire deflation devices, or other department authorized pursuit intervention tactics; and”					

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45	My primary concern is that SPD has a history of lack of any real accountability. The use of this technology gives officers yet another way to covertly monitor citizens. Given the blatant lawless behavior of SPD within the recent past (~5years), it seems ridiculous to give them additional access to things like covert trackers.				I would caution city leadership about the risks of misuse. This is just waiting for additional monitoring of people unrelated to crime. For example: an officers ex wife		

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46	<p>Oh my god so many! What on earth does - reason to believe someone may flee a traffic stop - mean?? It's a traffic stop..... Now we're tracking cars? That MAY flee? Excuse me? I'm concerned about the wide-openness of this proposal, the absolute lack of consideration for all the other actually useful things this money could be spent on, the disregard for people's privacy. I'm concerned about the mental cognition of city council to even suggest this. Are you all ok???</p>		Absolutely none.		<p>Literally all the other things the City could be spending this money on, and all the other ways that are PROVEN to keep communities safe and create material safety. Including, but not at all limited to - funding secure housing, food access, universal healthcare and childcare, education and schools, literally the list goes on. I would love City leadership to consider defunding the police and prisons, consider DECREASING the ways we can find to punish people, and consider... not passing this... and stop this kind of wild obsession with surveillance technology.</p>		<p>Just why? Why on earth is this being proposed in the first place?</p>

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47	<p>First of all, members of the public cannot consent to covert trackers because the very clear, obvious power imbalance between police and members of the public carries implied coercion. Freely given consent is impossible. Secondly, justification for use of pursuit mitigation trackers is ridiculously and dangerously broad - "reasonable suspicion" is an incredibly low barrier to use and "may flee" is a low standard subject to interpretation and abuse. Use of pursuit mitigation trackers also places a heavy, undue burden on members of the public who may see something fired at their car and panic or not know what happened. In this way, use of the pursuit mitigation trackers might incite the very conditions meant to qualify their use. The high likelihood of trackers being fired and hitting a different car than intended, with their battery life of 8 hours, means a serious risk of unjustified surveillance, pursuit, and danger of someone uninvolved with the suspected or alleged crime, and a violation of their rights. Additionally, the impact assessment SPD performed on pursuit mitigation trackers did not show ANY</p>		None.		<p>Demonstration of evidence of its benefit. The very real impairment of the rights of members of the public to not live under surveillance. The history of SPD's abuse of power. The waste of taxpayer dollars on useless and unproven technology that puts the city, with its budget shortfall that has threatened to close essential life-giving services such as summer camps for disabled children, at the risk of expensive lawsuits for improper, harmful, and unjustified use of this technology.</p>		

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	evidence that use of pursuit mitigation trackers actually reduce pursuit frequency, duration, or speed. The killing of Jaahvi Kandula and public reporting on SPD's routine abuse of power to speed at lethal speeds without justification should not become an excuse for taxpayer dollars to be used to expand unnecessary surveillance. The attempt to purchase new surveillance technology based on an incorrect citation of the revised code of Washington— 10.116.060.2.d directs police departments to end pursuit as soon as possible and does not direct, authorize, or encourage police departments to purchase or expand surveillance technology— gives me alarm, distrust, and suspicion and does not make me feel trusting or confident of the police departments and officers involved.						
48	The low bar of reasonable suspicion combined with the history of SPD misuse of technology, the ease of misuse, and the lack of evidence that pursuits decrease with use of trackers		None		The danger that surveillance tools can have and the ability to misuse the technology		

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49	<p>All of the suggested trackers and related technology give way too much power to SPD to track any given driver/vehicle without the knowledge and consent of the driver. As the ACLU pointed out in its June 2, 2022 comments on group 4b surveillance technologies (page 94), it is highly unlikely a person can legitimately consent to SPD placing a tracking device due to the power imbalance between SPD and the person. This difference in power means any request by SPD is naturally coercive/comes with a threat, making a consent illegitimate. Furthermore, a report from The Pew Charitable Trusts concluded that remote tracking, like covert trackers, increase the number of people being tracked by police because the barriers to the police using them are so low. Lastly, SPD has not provided any data showing that pursuit mitigation trackers actually reduce the number of pursuits. The Pursuit Technology Impact Assessment that SPD references did not examine whether or not these trackers reduce the number of pursuits, the duration of pursuits, or the speed of pursuits. The biggest pursuit mitigation tracker company, StarChase,</p>		Absolutely none.		What reputable evidence do you have that this will increase the safety of the general public in Seattle?		

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	has been around for almost 20 years which is more than enough time to study whether these trackers actually reduce pursuits.						
50	This level of surveillance tech is far too easy to abuse. Inappropriate use of surveillance tech by police to stalk and intimidate civilians extrajudicially is already a problem- this will make it far easier to do so.				Private citizens' right to privacy and to have freedom of movement without additional layers of surveillance forced on us.		

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51	<p>Both technologies represent an over extension of appropriate policing tooling and techniques. There is little to no evidence demonstrating how they will solve for the undefined problems or what the success metric even is - what is the criteria to allow this? At what point is it scrapped?</p> <p>It promotes "lazy policing" where we simply violate privacies because of a "hunch". The bar is incredibly low to access these, and it essentially takes a "this person is a white male around 6'" description and let's cops track any white male who is around 6'. This sounds absurd, but this is the power being provided. We have already seen numerous scenarios where tools are actually harming investigations as they're triggering false positives. Too much data is not always a good thing.</p> <p>These technologies have shown to be actively harmful with cops chasing down a car... that was the wrong car... at 100mph. And there is a known history of the abuse of power to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife &amp; her friends histories, share</p>		No value	<p>1. What is the threshold for allowed power handed to cops</p> <p>1.a. How is this being defined, tracked</p> <p>1.b. What is the plan to regulate this? Will this be removed as an option?</p> <p>2. Who regulates this technology? This should be a 3rd party such as an auditor.</p> <p>3. This technology should be removable from any policing toolkit.</p> <p>4. What is the justification to allow this? What data points are looking to be solved? How do you know that this is the solution</p> <p>5. What is the problem statement? Is it an actual problem? What are the underlying causes? What other solutions exist within existing toolkit? How are they being utilized to solve for</p>	The known discrimination of cops, history of abuse of technologies, the lack of enforcement of regulations and the known abuse of subsequent power, and to consider success metrics from previous allowances, a deep evaluation of the problem and the questions listed above		



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	information about a domestic violence investigation, and break HIPAA laws & share health information. The known discrimination of cops will only empower them to further attack marginalized people.						

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52	<p>SPD wants to acquire and be able to use these trackers any time there's "reasonable suspicion" a vehicle was involved in a crime or if a cop thinks a car "may flee" a traffic stop. This is absurdly broad. "Reasonable suspicion" is an incredibly low threshold, cops have claimed things like averting eye contact or shaking hands are reasonable suspicion. And, "may flee" is even lower, it is a cop guessing what might happen.</p> <p>The current battery life of these trackers is 8 hours which opens the door for police to misuse them to spy on people based on the incredibly low bar of "reasonable suspicion"</p>	<p>Both technologies share the issue of SPD's history of misusing police systems to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife &amp; her friends' histories, share information about a domestic violence investigation, and break HIPAA laws &amp; share health information. Even the OPA has misused data and broken HIPAA laws.</p>	none	no	<p>SPD's reference to RCW 10.116.060.2.d in the material update is incredibly mis-leading. The RCW directs police departments to end each individual pursuit as soon as possible based on available options, it does NOT direct, authorize, or encourage police departments to acquire additional surveillance technology.</p>	<p>SPD pursues who it wants to regardless of policy or technology. To put it another way, cops don't become cops to not engage in high speed pursuits. Some examples:</p> <p>SPD pursued a vehicle that was being tracked via GPS into a crowded park &amp; off a pedestrian bridge even though the vehicle was equipped with Onstar which was tracking the vehicle for SPD &amp; offered to remotely shut down the vehicle.</p> <p>SPD pursued a vehicle running stop signs and red lights despite being told by their superior to stop. SPD continuing a pursuit despite being ordered to stop, again SPD driving 3x</p>	<p>SPD has not provided any data showing that pursuit mitigation trackers actually reduce the number of pursuits. The Pursuit Technology Impact Assessment that SPD references did not examine whether or not these trackers reduce the number of pursuits, the duration of pursuits, or the speed of pursuits.</p>

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						the speed limit and running red lights without authorization for a pursuit SPD invented probable cause to chase the wrong car at 100 mph through South Seattle	
53	This is extravagant and unnecessary. We should not be spending money or time on fortifying tbd surveillance capabilities of spd or anyone.	This is not the world we want to build. Go read 1984 or watch a Black mirror episode, whatever will convince you.	It only serves fascism! There is no value for the community.		Our funds could be better spent in so many other places - education, housing / support for unhoused folks, road repair.	The people don't want it. LISTEN TO US, you're supposed to work for us.	Do the right thing.

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54	This technology is a blatant overreach/abuse of power, violation of privacy and will be used to perpetuate systemic racism, endangering innocent citizens based on the judgement of solely the bias of an officer and not on an actual fact or evidence.	Yes I worry about the unconstitutional and unethical precedent this would set regarding a citizen's right to privacy and due process before judgement.	Absolutely none.	N/a	The consequences of their actions on society and democracy as a whole, as well as the impact to the daily lives of everyday Americans. This is only to stoke fear and to further the corruption of an already corrupt and obsolete agency.	Leadership should consider spending the excessive amount of money they wish to throw at surveillance technology and invest it into the community, as well as our deteriorating roads and infrastructure.	N/a
55	I have concerns about this tech! Tracking tech does not keep us safer. It targets people more than helps. It strengthens a surveillance state that gets co-opted to target immigrants, to target people coming to Washington for reproductive health care, etc. we can reduce violence and crime by building stronger healthier communities by attending to needs people have and building relationships, not by continuing to militarize our police.		I don't. I don't want it. As a long time seattle resident and homeowner and community member, as UW employee, and a woman, I don't feel this tech will make a better safer Seattle.		Please don't invest in tech that continues to surveil and criminalize, leading more people into an already overcrowded and traumatic jail system. Invest in community programs! Invest in housing! Invest in public transit and health care and food banks! Invest in de escalation trainings!		

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56	<p>This technology will be used to violate civil rights and widen the already unethical imbalance of power the police hold in this city. This technology is unproven and on its basis, explicitly intends to violate the right to privacy of the constituency. Cops are not superheroes and do not need superpowers to do their jobs. They are public servants, and should be serving their communities, not wasting taxpayer money on toys they will only use to abuse. We have more than enough precedent and evidence to show that SPD cannot be trusted with this tech, as there are still members of the force under investigation for violations like stalking, racism, and domestic abuse using the technology already at their disposal.</p>		<p>Racist profiling and abuse of power, which seem to be among of the few values SPD holds.</p>		<p>This tech will be used to violate the laws and liberties that protect your constituency. It would be in the City leaderships interest to avoid further lawsuits against SPD, and to protect and serve the citizens they have been elected by. Supporting this tech is supporting racism, abuse of power, and violence against innocents.</p>	<p>Look at the world we live in. You will also have to answer for your actions someday. Do you want this to be one of them?</p>	

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57	Broad use of this technology will erode the rights of Seattlites to travel freely without surveillance or obstruction.	I don't think the Seattle police department has a trustworthy enough record when it comes to surveillance of its citizens. This is police over reach.	Only value is to prop up the militarized police state. Invest in human services, mental health services, addiction services and homes for the unhoused instead. Our city deserves better than this.	The only value of this technology is in creating an ever more militarized police force that is untrusting of the citizens they are supposedly there to protect. The Seattle police don't even handle violent crimes appropriately and they want us to give them the opportunity to track us? No thank you.	Implicit bias in Americans has been shown to mean that people who live on the margins of society and those who are most vulnerable end up bearing the brunt of this burden. We cannot trust these officers to have this kind of power		
58	Abuse of civil rights and misuse and abuse by police		No value		History of abuse of technology and overreach by SPD combined with lack of evidence for the value of these technologies		
59	This technology increases surveillance and unwarranted tracking, which historically adversely affects Black and Brown communities. It allows officers to use their own biased judgement to track people, and there have been cases of officers using such judgement against their superiors' orders.	This technology is a dangerous step forward into surveillance fascism. Allowing police to use such tracking technology opens the door for terrorist organizations such as ICE to do the same.	None		Consider people's right to privacy and life without surveillance. Consider how any increase in police technology inevitably causes more violence and aggression towards Black and Brown people.		

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60	I do not trust the Seattle Police department to use tracking technology responsibly, especially during a time when any form of protest is increasingly criminalized.		I can imagine some, but it is not worth the cost/risk.		Using the budget on housing.		
61	I strongly oppose the purchase and use of tracking devices by SPD. Police have too much discretion on when to use these technologies, and the potential for abuse is too high. Covert trackers will allow for police departments to greatly increase the number of people they subject to surveillance. At a time when surveillance is increasingly being used to attack our society's most targeted groups, SPD should be given less power to surveil and track people, not more.	There are numerous documented cases where SPD personnel have abused their power to spy on people and misuse data. Trusting SPD to use this technology ethically is misguided at best, and at worse, puts people already in danger of SPD "misconduct" in even more peril.	I see no value in spending money on and entrusting this technology to a department that has a long history of abuse and misconduct of their power.		Privacy, ethics, safety, potential for abuse and misuse, the increasingly chilling overreach of federal agencies creating agreements with local police forces to share information in order to target oppressed groups. These tracking devices have NO place, given these terrible risks to public safety and especially those already marginalized groups.		

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62	Incredible abuse of power. SPD have proven time and again the general public's safety is not at the forefront of their concern. With the dramatic authoritarian moves the current US administration is making, the last thing we need is to open the door for more overreach by an already overfunded and harmful agency.		None.		Both technologies share the issue of SPD's history of misusing police systems to spy on people. Consider the direction this is taking policing in our communities.		You should be focusing your time and energy on reallocating funds away from policing and towards community assistance programs. The data is available to you. Supporting communities reduces crime. The government should support its people, not terrorize them.



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63	<p>I am concerned about the cost of these two new pieces of technology and the privacy implications of their use. There is not sufficient evidence of the benefit of these devices to support paying for them.</p> <p>Additionally, the barrier to be allowed to track someone's location is very low. There is little rational and process needed to allow an officer to use these gps trackers.</p> <p>How is the location data transmitted and stored. Is the data encrypted? Is the data stored? Is the data stored - long term, short term, encrypted? Who has access to this data? Can people request for their data to be deleted? Can people request to know if they have ever been tracked by the police? Will there be logging and auditing about the deployment of these devices?</p>				<p>The cost, efficiency, potential for abuse, security of the data, auditing and logging of the data, and the procedures of when the devices should be deployed to be considered by city leadership.</p> <p>I also want city leadership to consider alternatives to these pieces of new technology.</p>		Why was this announced with so little time for public comment?
64	<p>SPD does not need to secretly track people or track cars 8 hours after a traffic stop. This is a violation of our privacy and if SPD can't do their jobs without it then they should get better at their work.</p>		<p>None it's just another surveillance tool abuser cops will use to harm us.</p>		<p>That their constituents deserve privacy and to not be harassed by cops.</p>		<p>Don't pass this bill. Don't give SPD these trackers.</p>

ID	What concerns, if any, do you have about the use of this technology?	Do you have any additional concerns about the use of technology (in case you ran out of space in section one)	What value, if any, do you see in the use of this technology?	Do you have additional comments/questions re what value do you see in this technology?	What would you want City leadership to consider when making a decision about the use of this technology?	Do you have additional comments/considerations that leadership should take into account when making a decision about this technology?	Do you have any additional comments or questions?
65	<p>I have many concerns about overreach of power by SPD in the use of these technologies. In the instance of covert trackers, there is no real way for people to consent to their use. Police are trained to talk to citizens in ways that enable them to twist someone's words and claim they had "consent," but in most cases this is not actually consent.</p> <p>An example:  Cop: "Do you mind if I install this?"  Citizen: "No" (Does this mean, "no, don't install it"? "No, I don't mind"? The cops will always pick the first of these.)  OR  Citizen: "Yes." (Does this mean, "yes, it's fine" or "yes, I mind if you install it and I don't want you to"?  Once again, cops will always pick the first version, which affirms what they want.)</p> <p>Beyond this, SPD has been consistently shown to overstep and abuse their power, which presents grave concern about the use of the above and pursuit mitigation trackers/StarChase as well.</p> <p>If SPD is empowered to use pursuit mitigation trackers in any case of "reasonable suspicion," we already know racial profiling will be involved. This term is not defined for</p>		<p>Frankly, I don't see value in the use of this technology. There is no study or data to prove that they have made citizens safer. Show me that, and maybe I'll change my mind.</p>		<p>Surveillance culture is extremely dangerous to all citizens. Your job should be to protect the people of your city, not continue padding the police budget for gadgets that will not effectively improve public safety.</p>		<p>I continue to be disappointed by city council decisions that give the police department more power and funding but do not actually address the problems of the city. Solutions have been brought forward that would arise from communities in need -- for example, ways to help our unhoused population that offer them a route towards employment and permanent shelter -- and instead, money gets spent on the police department and other organizations to sweep people's shelters. This is a death sentence for some, and for others a giant setback when they might have been closer to acquiring housing, getting clean, finding</p>

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	<p>a reason -- because police will use any cue (example: "they wouldn't meet my eyes") to suspect someone. Furthermore, firing something at a citizen's car is going to cause confusion, fear, and will escalate a situation. This puts the citizen in danger (SPD can claim they "fled" if they feared they were being shot at, and then they might actually be shot), puts bystanders in danger (just look at all the instances of cops hitting people and endangering people by pursuing chases), and puts officers in danger if they engage in pursuit. There are too many instances to count of police pursuing vehicles through public areas, walking paths, off of bridges, etc.</p> <p>Beyond this, there are numerous documented instances of SPD using their power and other tools at their disposal to stalk people, misuse and break privacy laws such as HIPAA, or otherwise look into someone's private information without consent or lawful reason.</p>						<p>employment, etc. I expect better of the council, and I hope that more humane, community-based decisions are implemented .</p> <p>As far as this relates to tracking devices, the council should spend more time researching and reaching out to the community to find out what measures should be implemented , rather than handing another expensive device over to the police department to misuse.</p>

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66	I see a large possibility for abuse if there is no opportunity provided for informed consent of tracking. I see a large possibility for endangerment of the public with projectile-based GPS trackers with no declaration of intent.		I do not see value in this use of the technology without oversight or informed consent. I do not see the value of tracking technology delivered in a kinetic approach that may confuse members of the public with hostile weapons fire.		I would be very hesitant to grant more tracking technology to SPD without firm data that the use of these technologies would show a reduction in crime or an increase in positive benefit.		
67	both of these technologies have high risk of being used for surveillance. With SPDs history of misuse of technologies like this i do not support the use of this technology as it could lead to the police spying on citizens. it also does not prevent or stop high speed chases which are where most accidents happen. it is not a necessary technology.		none		why they feel the need to be surveilling their citizens rather than supporting programs that would actually help make peoples lives materially better.		

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68	I am concerned with giving SPD any additional ability to surveil the people of Seattle, as they have not demonstrated in the past that they are responsible stewards of sensitive data and technologies. There are many examples of officers misusing surveillance technology to track ex-girlfriends, stalk an ex-girlfriends, dig into their spouse & her friends histories, share information about a domestic violence investigation, and so on.	I am concerned about the process the city is using to consider these powerful technologies. Why only two weeks for public comment and no public hearings? Why is this considered a material update and can circumvent the complete review process?	I don't see any value. It is expensive tech and SPD's claims that "pursuit mitigation" trackers will result in less dangerous police pursuits seems to not be backed by any empirical evidence.	Why do we keep funneling more city funds into police technologies when we could instead by building-up the very popular and effective non-police emergency response parts of the city such as the CARE department?	In this moment of authoritarian federal rule, the technologies we need you to be investing in are: non-police community-based safety, housing, mental health services, food security – not more creepy policing tech.	Show some backbone and just say no to SPD for once. Many of you have already way over-estimated and misunderstood the "public safety mandate" that you believe you were elected with, and you will not survive the next election unless you start understanding and funding public safety that is not police-based. This unnecessary and intrusive tech request from SPD is a great place to start.	
69	SPD has already proven irresponsible with GPS trackers. This will not make law enforcement safer.		This type of surveillance has no meaningful benefit to society.		Look at the facts. This tech has not improved outcomes where it was trialled.		

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70	SPD has not provided any data showing that pursuit mitigation trackers actually reduce the number of pursuits. There should be evidence of this technology benefitting the community, and we have been offered none. Who is fact checking these assumptions? Since we can only assume that pursuit mitigation trackers may decrease the number of pursuits, particularly the ones that end up damaging the community and dehumanizing individuals accused of crime, because there is no data to prove it...hence it not being a fact, only an assumption.		I do not see any value. Only more room for violence, danger and damage to our community.	“Reasonable suspicion” is an incredibly low and broad threshold, left to the individuals who, realistically, are the reason this technology could be being sought out, since they apparently can't drive. There is actual evidence of SPD officers driving unsafely (with their knees, distracted driving, etc), committing absurd and heinous traffic violations (crashing into other vehicles, unauthorized pursuits, going 77MPH in a 30 MPH zone with no lights on...) How are members of the community supposed to trust that the people who have behaved in the aforementioned ways have the ability to discern what is “reasonable suspicion”?	Does this technology actually make our communities safer, and will it actually do what it is being advertised as doing (i.e decreasing the amount of public pursuits).		

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71	I am extremely concerned about the adoption of these stupid surveillance technologies; they are obviously a waste of money and just another tool for SPD to harass, abuse, intimidate, and harm people here. Stop wasting our resources on this crap and actually support people's lives like through food, housing and healthcare, not greater criminalization by violence abusive police.	Yup, I'd love for cops to not be able to arbitrarily shoot surveillance darts at whatever cars they like!	I'm sure police will have fun shooting them at cars. And it will make the company that makes them richer, and give the cops even more of our city's budget. (this is facetious)		Stop harassing us, the people who actually live here in Seattle, and actually invest in our community rather than greater tools to control and punish us.	SPD has a long, long history of violence, abuse and lack of accountability. Stop giving them resources!	
72	How is it legal to track citizens without a warrant? It seems like an overreach of police authority.	It's a fishing expedition.	I dont		Why would this ever be constitutional without a warrant? It's just a lawsuit waiting to happen		

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73	Unnecessary surveillance and violation of privacy.	It will 100% be used with a racial bias.	Absolutely none.	I cannot believe we're wasting tax dollars on this when that's literally not the answer to reduce crime. Crime is reduced when proper needs of civilians are met such as affordable housing, health care, and food and water. We should be putting resources into that or universal basic income than unlimited surveillance in a job that only requires 90 hours of training.	We've poured billions of dollars into policing in seattle. If it was gonna work, it would've worked by now. We need to try other avenues.		When are we going to discuss Universal basic income?



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74	I am concerned about the extremely low bar for "suspicious behavior" required to deploy these technologies. I am concerned that, once in place, these trackers can be used beyond the timeframe of a pursuit incident. I am concerned about the imbalance of power in any conversation between SPD officers and citizens that created pressure to consent to installation of a tracking device, and I am concerned about trackers that can be used without due process in "emergency" situations. I am concerned that this technology will encourage high speed chases, and SPDs troubling record of fatal outcomes resulting from high speed chases in which they have been involved.		None.		I would like to tell City Leadership that we have community based programs and resources that are already proven to have good outcomes and that we should invest in those vs unproven technology that further empowers SPD (which is still operating under a federal consent decree) to act with impunity.		
75	This technology will be unfairly used against minority populations and lower income groups.		None		I want them to consider who is really benefiting from this technology and who largely pays the price.		

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76	Covert trackers that the SPD installs are done so without the owners consent. I am concerned about increase in surveillance technology in general, but especially among the SPD who have a history of misusing police systems to spy on people. SPD cops have been caught misusing systems including to stalk an ex-girlfriend, dig into their wife & her friends histories, share information about a domestic violence investigation, and break HIPAA laws & share health information. Even the OPA has misused data and broken HIPAA laws.		Until the SPD gets rid of their guilds and have better systems of holding police officers accountable, I don't see any value in giving them more surveillance power.		Accountability systems to the misuse of tools already available to the SPD. And the role police guilds play in protecting officers from the consequences of this misuse of power.		

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77	This technology serves to increase policing and surveillance rather than improving the lives of Seattlites. It allows SPD to react to bias and prejudice to make the decision of whether someone is "likely to flee a traffic stop." We don't need this, surveillance is fascist, this isn't Seattle.				You represent the people, not the wealthy's property.		

## 2025 Surveillance Impact Report Executive Overview

# Tracking Devices

## Seattle Police Department

### Surveillance Impact Report Versions:

- 2022 Surveillance Impact Report: Seattle Police Department Tracking Devices adopted by [Ordinance 126776](#) on 2/28/2023.
- 2025 Surveillance Impact Report: Seattle Police Department Tracking Devices

## Overview

The Operational Policy statements in this document represent the only allowable uses of the equipment and data collected by this technology.

The purpose of this Executive Summary is to highlight policies, technology and practices regarding the surveillance technologies under Council review. This document outlines information, including policies and practices, about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. All information provided here is contained in the body of the full SIR document but is provided in a condensed format for easier access and consideration.

### 1.0 Purpose

Seattle Police Department (SPD) utilizes geolocation trackers to track and locate vehicle information during criminal investigations. Geolocation trackers are devices that SPD utilizes as a tool to locate and track the movements and locations of vehicles. Trackers are utilized only after obtaining legal authority via a court order or consent, and once the consent or terms of the order have expired all data collected is maintained only in the investigation file.

A category of GPS trackers (police pursuit management technology) is utilized to tag and track fleeing vehicles as a safer alternative to vehicle pursuits. In accordance with RCW 10.116.060.2.d, which requires agencies to “develop a plan to end the pursuit through the use of available pursuit intervention options,” this specialized GPS tracker allows SPD to track the precise location of a vehicle for which probable cause or reasonable suspicion of involvement in a crime has been established and accomplish the task of recovery or arrest without the need for initiating or continuing a vehicle pursuit.

Tracker technology directly tracks and collects location information of vehicles, and indirectly tracks and collects the same information about individuals. Despite the requirement that trackers be utilized only pursuant to a search warrant or with consent, this could raise potential privacy concerns, such as general surveillance or tracking of the general public.

GPS pursuit mitigation trackers also directly track and collect location information of vehicles and, indirectly, their occupants. While this technology is limited by policy to vehicles for which there is reasonable suspicion or probable cause, they could raise potential privacy concerns, such as general surveillance or tracking of the general public.

### 2.0 Data Collection and Use

Covert tracking technology consists of interconnected hardware and software. The hardware, a real-time tracking and data logger, is a compact unit that adheres to or rides along with a targeted vehicle. These trackers are location tracking devices that report latitude and longitude coordinates on a pre-determined schedule that can be adjusted by users remotely. The hardware also logs high temperature alerts, low battery alerts, device removal, power/shut down alerts and battery level. The software consists of an online portal that collects the information captured by the hardware, and allows for graphic representation of that information, including mapping of locations and movement, alerts for established events (i.e., a

vehicle has moved beyond an established boundary, etc.), and scheduling of “check-ins” (the reporting interval records the locations set in seconds, minutes or hours).

The data captured by a device is downloaded out of the online portal after the conclusion of a tracking schedule (due to the expiration of a search warrant or an investigation) and is provided to the Officer/Detective leading the investigation. The data is then purged from the software and the hardware is reset for future deployment, meaning no data captured is stored in any location other than the investigation file. This is in keeping with Washington State Retention Schedule for Records Documented as Part of More Formalized Records ([GS2016-009](#)). It requires that such records be retained “until verification of successful conversion/keying/transcription then destroy.”

In the beginning of 2020, cellular providers in the USA announced that the existing 3G cell networks would be decommissioned in 2022 as the newer 5G networks were phased in. Many of the existing SPD tracking devices were tied to the older 3G network and have been or will need to be replaced with similar-functioning updated 5G versions of the same location tracking technology.

Officers/Detectives obtain search warrants or consent to deploy vehicle tracking devices. The information is gathered consistent with [SPD Policy 6.060](#), such that it does not reasonably infringe upon “individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience the exercise of religion; the right to petition government for redress of grievances; and the right to privacy.”

Vehicle tracking data is temporarily stored by third-party vendors (as described above), until the schedule for collection of data has expired (per the search warrant or consent authorities), at which time all data collected is downloaded and attached to the investigation file. This is in keeping with the [Washington State Local Government Common Records Retention Schedule](#) Disposition Authority Number GS2016-009 Rev. 0, governing retention of records documented as part of more formalized records, and requiring that SPD “retain until verification of successful conversion/keying/transcription, then destroy.”

Physical objects involved in covert tracking deployments are unmarked as their purpose is in support of covert investigations.

In the case of GPS pursuit mitigation trackers, the GPS launcher deploys a GPS tracking tag onto a suspect vehicle. Once the GPS tag is attached to the vehicle, it communicates positional data to a mapping platform in real time. Law enforcement can then plan and coordinate an informed tactical response to make a safe arrest while maintaining community and officer safety. It is important to note that the GPS tag has a limited battery life (approximately 8 hours), preventing the possibility of long-term surveillance.

## 3.0 Data Minimization & Limitations

Each application of covert tracking technology is screened by the TESU supervisor and held to a legal standard of consent or court issued search warrant. The process is as follows: one member of the Unit is tasked with receiving requests for deployment (including a Request Form that must be completed by the requesting Officer/Detective, which includes the active search warrant number). A TESU supervisor then approves the request before a tracking device is assigned and deployed to an investigating Officer/Detective. All requests are filed with TESU and maintained within the unit, available for audit.

Equipment deployment is constrained to the conditions stipulated by the consent or court order providing the legal authority. All deployments of tracking technology are documented and subject to audit by the Office of Inspector General and Federal Monitor at any time.

Data collected is provided to the case Detective for the investigation and no data is retained by the Technical and Electronic Support Unit.

Prior to deployment of GPS pursuit mitigation trackers, officers must establish reasonable suspicion or probable cause for the stop of a vehicle. At that point, officers will have the discretion to deploy the GPS pursuit mitigation trackers if it appears the vehicle may flee. Additionally, if an officer engages in a pursuit with a vehicle, they can deploy a tracker and terminate the pursuit, relying on the tracker to follow the vehicle.

## 4.0 Access & Security

### Access

Only authorized SPD users can access the vehicle tracking devices or the data while it resides in the system. Access to the vehicle tracking systems/technology is specific to system and password-protected.

Data removed from the vehicle tracking system/technology and entered into investigative files is securely input and used on SPD's password-protected network with access limited to detectives and identified supervisory personnel.

All SPD employees are backgrounded and access is controlled by SPD Manual Title 12 provisions governing Department Information Systems including [SPD Policy 12.040](#) - Department-Owned Computers, Devices & Software, [SPD Policy 12.050](#) - Criminal Justice Information Systems, [SPD Policy 12.080](#) – Department Records Access, Inspection & Dissemination, [SPD Policy 12.110](#) – Use of Department E-mail & Internet Systems, and [SPD Policy 12.111](#) – Use of Cloud Storage Services. Unit supervisors are responsible for screening all deployments as well as ensuring that staff receive adequate training specific to the involved technologies.

TESU personnel are trained by the vendor in the use of the hardware and software. When an Officer/Detective requests and deploys a tracking device from TESU, TESU personnel train the Officer/Detective in the tracker's use.

If the geolocation tracking device is being utilized pursuant to a search warrant, the warrant dictates the scope and parameters of the information collected.

Data collected by the deployment of a GPS pursuit mitigation tracker is used by SPD personnel to track and locate vehicles for which there is probable cause or reasonable suspicions. These personnel may be patrol, investigations, or RTCC staff capable of broadcasting tracking information to responding units. OIG personnel will also have access for audit purposes.

Patrol Supervisors will monitor the deployment of GPS pursuit mitigations trackers. The use of GPS pursuit mitigation trackers will be documented in the incident/offense report.

[SPD Policy 6.060](#) requires that “information will be gathered and recorded in a manner that does not unreasonably infringe upon: individual rights, liberties, and freedoms guaranteed by the Constitution of the United States and the State of Washington, including freedom of speech, press, association, and assembly; liberty of conscience; the exercise of religion; the right to petition government for redress of grievances; and the right to privacy.”

## Security

Data is securely stored by the vehicle tracking technology vendor and will be transferred to the case investigator only via Seattle Police Department owned and authorized technology. At that time, vehicle tracking data collected by the tracking device is downloaded from the vendor software and resides only with the investigation file.

## 5.0 Data Sharing and Accuracy

No person, outside of SPD, has direct access to the tracking units or the data.

Data obtained from the system may be shared outside SPD with the other agencies, entities, or individuals within legal guidelines or as required by law.

Data may be shared with outside entities in connection with criminal prosecutions:

- Seattle City Attorney’s Office
- King County Prosecuting Attorney’s Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Data may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible for receiving, recording, and responding to requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.”



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Discrete pieces of data collected by these tracking devices may be shared with other law enforcement agencies in wanted bulletins, and in connection with law enforcement investigations jointly conducted with those agencies, or in response to requests from law enforcement agencies investigating criminal activity as governed by [SPD Policy 12.050](#) and [12.110](#). All requests for data from Federal Immigration and Customs Enforcement (ICE) authorities are referred to the Mayor's Office Legal Counsel in accordance with the Mayoral Directive, dated February 6, 2018.

SPD shares data with authorized researchers pursuant to properly executed research and confidentiality agreements as provided by [SPD Policy 12.055](#). This sharing may include discrete pieces of data related to specific investigative files collected by the devices. Data sharing is necessary for SPD to fulfill its mission of contributing to crime reduction by assisting in collecting evidence related to serious and/or violent criminal activity as part of investigation, and to comply with legal requirements.

GPS pursuit mitigation tracking data will be shared with neighboring law enforcement agencies as needed for operational purposes. As tracked vehicles leave the City limits, it will become necessary for partner law enforcement agencies to have the tracking information to assist with tracking and apprehension. Conversely, other agencies using GPS pursuit mitigation tracking systems may need to share their tracking information with SPD as their tracked vehicles enter the City limits.

As the GPS pursuit mitigation tracking data is included in SPD police reports, the above listed agencies will also have access via investigative files.

## 6.0 Data Retention

[SPD Policy 7.010](#) governs the submission of evidence and requires that all collected evidence be documented in a General Offense (GO) Report.

All information must be gathered and recorded in a manner that is consistent with [SPD Policy 6.060](#), such that it does not reasonably infringe upon "individual rights, liberties, and freedoms secured by the Constitution of the United States and of the State of Washington, including, among others, the freedom of speech, press, association and assembly; liberty of conscience; the exercise of religion; and the right to petition government for redress of grievances; or violate an individual's right to privacy."

All SPD employees must adhere to laws, City policy, and Department Policy ([SPD Policy 5.001](#)), and any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in [SPD Policy 5.002](#).

Unit supervisors are responsible for ensuring compliance with data retention requirements within SPD.

SPD's Intelligence and Analysis Section reviews the audit logs and ensures compliance with all regulations and requirements.

Audit, Policy & Research Section personnel can also conduct audits of all data collection software and systems. Additionally, any appropriate auditor, including the Office of

Inspector General and the federal monitor can audit for compliance at any time.

RTCC System Administrators will manage the GPS pursuit mitigation tracking system to ensure that the retention requirements meet those of SPD.

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Police Department	James Britt	Geoffrey Detweiler

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2025 updated surveillance impact report and 2025 executive overview for the Seattle Police Department’s use of Tracking Devices; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** The original Surveillance Impact Report (SIR) for Tracking Devices (Ordinance 126776) was adopted by the City Council on February 28, 2023. Subsection 14.18.020.F of the Seattle Municipal Code (SMC) states that "[a]ny material update to an SIR, such as to change the purpose or manner in which a surveillance technology may be used, shall be by ordinance."

SPD utilizes geolocation trackers to track and locate vehicle information during criminal investigations. Geolocation trackers are devices that SPD utilizes as a tool to locate and track the movements and locations of vehicles. Trackers are utilized only after obtaining legal authority via a court order or consent, and once the consent or terms of the order have expired all data collected is maintained only in the investigation file. SPD is seeking a \$250,000 Washington State Department of Commerce Law Enforcement Pursuit Technology grant that will assist local law enforcement in vehicle pursuit mitigation. SPD acquiring pursuit mitigation GPS tracker launchers qualifies as a material update, therefore requiring this proposed legislation. SPD is seeking this grant and tool in accordance with RCW 10.116.060.2.d, which requires agencies to “develop a plan to end the pursuit through the use of available pursuit intervention options.” This specialized GPS tracker allows SPD to track the precise location of a vehicle for which probable cause or reasonable suspicion of involvement in a crime has been established and accomplish the task of recovery or arrest without the need for initiating or continuing a vehicle pursuit. SPD is proposing a pilot for 25 SPD patrol vehicles to be equipped with GPS tracker launchers, deployed throughout the patrol operations bureau precincts. All sworn SPD officers will be trained in the use of pursuit mitigation GPS trackers, ensuring compliance with recent state law updates regarding pursuit mitigation. Pursuit mitigation GPS trackers will be monitored by the Real Time Crime Center and information will be relayed to patrol units in the field.

### **2. CAPITAL IMPROVEMENT PROGRAM**

**Does this legislation create, fund, or amend a CIP Project?**

☐ Yes ☒ No

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☒ Yes ☐ No

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$250,000*				

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$250,000*				

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.

\* This funding was accepted and appropriated via the 2024 Q3 Grant Acceptance, Ordinance 127149.

#### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

#### 3.b. Revenues/Reimbursements

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

#### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

#### 3.d. Other Impacts

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

The \$250,000 Washington State Department of Commerce Law Enforcement Pursuit Technology grant covers the first two years of the project. If effective, there will be ongoing costs of \$37,500 annually if the technology is retained after the first two years of subscription.

Cost savings may be seen in reduced liability from decreased number of vehicle pursuits, which often result in litigation. Additionally, pursuits often result in damage to city owned equipment, specifically police cars. This technology can reduce those costs as well by negating the need for pursuits.

Additional grants may be available in the future to provide ongoing funding, should the department decide to increase or continue the deployment.

**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 subject equipment will be purchased using funding provided by the Washington State Department of Commerce under the Law Enforcement Vehicle Pursuit Technology grant program. This funding was accepted and appropriated via the 2024 Q3 Grant Acceptance (ORD. 127149).

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

SPD policy restricts officers from engaging in vehicle pursuits unless certain criteria are met. The devices funded through this legislation will provide a way for officers to track suspected criminals without engaging in vehicle pursuits, which could reduce the risk to the public and potential claims costs.

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

N/A

#### **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.**

The Surveillance Ordinance is designed to address civil liberties and disparate community impacts of surveillance technologies. The Surveillance Impact Review included in the attachments, as required by the Surveillance Ordinance, includes a Racial Equity Toolkit review adapted for this purpose.

- 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

**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:** None.



## Legislation Text

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**File #:** CB 120986, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

#### COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to the City Light Department; authorizing the execution of an indefeasible right of use fiber sharing agreement with Ziply Fiber Pacific, LLC for an effective period of up to two 15-year terms.

WHEREAS, the City Light Department (“Department”) transmits critical electrical system operating information along a fiber network it owns extending from its Skagit generating facility to its Bothell substation (“Skagit Line”); and

WHEREAS, the Department seeks to improve the reliability of its Skagit Line by accessing a redundant pathway available to the Department at all times, but most importantly, in the event the Skagit Line is damaged or otherwise fails; and

WHEREAS, Ziply Fiber Pacific, LLC (“Ziply”) owns a fiber network extending from Marblemount, Washington to the Department’s Bothell switchyard (“Ziply Line”) which the Department has determined could be used as a redundant network to the Skagit Line; and

WHEREAS, accessing the Ziply Line as a redundant network to the Skagit Line is best achieved by an agreement between the Department and Ziply that requires granting access of the lines they each own and maintain to the other party for up to two 15-year terms; and

WHEREAS, Ziply and the Department will each be required to undertake certain modifications to their networks to enable them to be accessed by the other party and both parties are willing to undertake this work as part of the agreement. The cost to the Department to undertake these modifications is not expected to require additional budget authority; and

WHEREAS, the sharing of fiber pathways, as contemplated under this agreement, will not compromise the Department's security as there will be no interconnection between the two systems. Fiber strands carrying information will be exclusively dedicated to Ziply or the Department and will terminate in devices owned and independently maintained by each party; NOW, THEREFORE,

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

Section 1. The Seattle City Light Department ("Department") is authorized to execute an indefeasible right of use fiber sharing agreement with Ziply Fiber Pacific, LLC ("Ziply") substantially conforming to Attachment A to this ordinance where the Department and Ziply each provide the other with access to their fiber networks located between the Department's Bothell switchyard and the intersection of Ziply's and the Department's fiber pathways located in Marblemount, Washington for a period of up to two 15-year terms.

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 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 A - Indefeasible Right of Use Agreement Between Ziply Fiber Pacific, LLC and Seattle City Light

**IRU AGREEMENT**  
**BY AND BETWEEN**  
**ZIPLY FIBER PACIFIC, LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**  
**AND**

---

**DATE: \_\_\_\_\_, 2025**

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## **INDEFEASIBLE RIGHT OF USE AGREEMENT (“IRU”)**

THIS IRU AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2025 between Ziply Fiber Pacific, LLC, a Delaware limited liability company (“Ziply”), and The City of Seattle, a municipal corporation of the State of Washington, by and through Seattle City Light (“SCL”). Ziply and SCL are sometimes individually referred to herein as a “Party” or collectively as the “Parties”

### **RECITALS**

1. Each party owns, operates, and maintains fiber optic communication networks within the State of Washington.
2. Each party has fiber optic communications facilities available for lease in certain areas in the region of Northwest Washington identified in Exhibit A.
3. Each party desires to acquire an indefeasible right of use of a specific number of fibers in the other party’s network as defined in Exhibit B for the mutual purpose of obtaining fiber route diversity and improving connectivity.
4. In exchange for the consideration described in Exhibit B, each party will grant the other party the IRU as defined in Exhibit A, and will otherwise support and cooperate with the other party in the functional use of the IRU fiber in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

#### **1.0 TABLE OF EXHIBITS MADE PART OF THIS AGREEMENT**

Exhibit A: Network Map

Description of the IRU

Construction Plan

Exhibit B: Fees and Charges

Exhibit C: Test Result Template

#### **2.0 DEFINITIONS**

- 2.1 “Agreement” means this Indefeasible Right of Use Agreement, and any and all Exhibits, Addenda, and Attachments to which the Parties may agree from time to time and which reference this Indefeasible Right of Use Agreement.

- 2.2 "Applicable Standards" means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code ("NESC"); the National Electrical Code ("NEC"); the regulations of the Federal Communications Commission ("FCC"), the Occupational Safety and Health Administration ("OSHA"), and other pertinent federal agencies; provisions of a city's, a county's, or State of Washington's building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference into this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of a local, state, or federal authority having jurisdiction over such facilities.
- 2.3 "Associated Property" means real and personal property owned by each party that is attached to the Network and necessary for utilization of the Network (including IRU Fiber) to provide Communication Services.
- 2.4 "Authorizations" means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; easements to private property; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third person with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible public or private property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.5 "Authorization Fees" means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of the Network and Associated Property, whether imposed by a governmental authority or a private entity.
- 2.6 "Communication Services" means the services provided by each party to a Customer using all or a portion of the IRU Fiber, and may include without limitation (except those identified in the agreement below), broadband Internet access service, data transmission service, IP transport, VoIP service, and telecommunications services, regardless of technology used, as set forth in service agreements between each party and their Customers.
- 2.7 "Construction Plan" means documentation describing the Construction Schedule and other relevant information provided by each party to enable the IRU (included as Exhibit A to this Agreement).
- 2.8 "Customer" means a residence, business, or other entity that lawfully receives Communication Services from either party via the IRU Fiber.
- 2.9 "Effective Date" means the date upon which this Agreement both (1) has been approved by a lawfully enacted ordinance of The City of Seattle and (2) has been fully executed by

authorized representatives of both parties

- 2.10 "Force Majeure Event" is defined in Section 15.0.
- 2.11 "IRU Fee" is defined in Section 5.1.1.
- 2.12 "IRU Fiber" means fiber optic strands within a party's Network in which an indefeasible right of use is granted to the other party pursuant to this Agreement. The number of fiber optic strands included in the IRU Fiber for each Section is set forth on Exhibit A hereto.
- 2.13 "Location" means a network property, residence, entity, or business connected to the IRU facility.
- 2.14 "Maintenance" or "Maintain" means work by either party that must be performed on the Network or IRU Fiber to ensure the continuity of acceptable signal transmission between access points on the IRU Fiber, for the purpose of delivering Communication Services in a manner consistent with industry standards, this Agreement, and any applicable service level agreements. Unless otherwise agreed, Maintenance shall not include any work associated with facilities or equipment owned by an entity other than the parties.
- 2.15 "Maintenance Event" is defined in Section 4.4.1.2.
- 2.16 "Network" means the specific fiber optic strands and related equipment to complete the path associated with the indefeasible right defined in this Agreement.
- 2.17 "Section" means an identified subpart of the Network within a party's fiber route as specified in Exhibit A.
- 2.18 "Traffic" means information or data transmitted through the use of activated or "lit" fiber optic cable.
- 2.19 "Underlying Rights" is defined in Section 3.4.

### **3.0 GRANT OF IRU**

#### **3.1 IRU Grant.**

- 3.1.1 Subject to payment of the IRU Fee in accordance with Section 5.1 and Exhibit B, and the acceptance process described in Section 4.2, SCL grants to Ziply, and Ziply accepts and acquires from SCL an exclusive IRU with respect to certain un-activated/un-lit "dark" fibers as depicted in Exhibit A and Ziply grants to SCL, and SCL accepts and acquires from Ziply an exclusive IRU with respect to certain un-activated/un-lit "dark" fibers as depicted in Exhibit A.
- 3.1.2 Each party shall specifically identify IRU Fiber strands granted to the other party upon completion of construction and testing.

- 3.1.3 The IRU shall include the nonexclusive right to utilize Associated Property, and to indirectly benefit from Authorizations and Underlying Rights (as described in Section 3.4) to the extent necessary to use and enjoy the IRU Fiber.
- 3.2 **Effective Date of IRU.** This Agreement shall be effective on the Effective Date, as set forth in Section 7.0. Each party's rights in IRU Fiber shall be made effective upon acceptance of IRU Fiber owned by the other party pursuant to Paragraphs 4.1 and 4.2. The Parties anticipate that each party will present IRU Fiber for acceptance by the other party when testing of each Section is complete, with payment of the IRU Fee by either party to be made corresponding to each Section as set forth in Exhibit B.
- 3.3 **Rights Reserved by Each Party.** Each party shall have the right to grant and renew rights to any entity to use fiber(s) not included in this Agreement; provided, however, that during the term of this Agreement neither Party shall have the right to grant and renew any rights of use to a third party entity with respect to the IRU Fiber except for the rights reserved by the parties herein. The IRU does not include the right of either party to own, control, maintain, modify or revise the other party's Network or Associated Property, or the right of physical access to, the right to encumber in any manner, or the right of other use of the other party's Network except as expressly set forth herein. Neither this Agreement, nor the rights granted herein shall cause a transfer of legal ownership or title of either party's Network, Associated Property, or related assets, which will remain held by each party. Neither party shall cause or permit to cause any lien or encumbrance to be placed upon the IRU Fiber by any entity.
- 3.4 **Underlying Rights.** Each party has obtained certain rights of way and related or similar rights for construction and operation of the fiber Network (the "Underlying Rights"). Each party will use commercially reasonable efforts to maintain the Underlying Rights for the term of this Agreement. This Agreement is subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by the granting party of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The rights granted hereunder are further subject and subordinate to the prior right of the granting party of the Underlying Rights to use the right of way for other business activities, including energy or railroad operations, telecommunications uses, pipeline operations, or any other purposes. Nothing herein shall be construed as to be a representation, warranty, or covenant of granting party's right, title, or interest with respect to the Underlying Rights.
- 3.5 **No Right of Physical Access to the other Party's Network or IRU Fiber.** Unless otherwise expressly agreed by the granting party (such agreement not to be unreasonably withheld), the other party nor any of the other party's contractors or customers shall have the right to physically access the granting party's Network, including IRU Fiber. All physical activities relating to the granting party's Network, shall be undertaken solely by the granting party or its authorized agent unless otherwise agreed by the parties.

#### **4.1 Extension of Network**

- 4.1.1 Each party will make available the IRU Fiber, substantially in accordance with the Construction Plan included as Exhibit A (as amended from time to time as agreed). Prior to construction, each party will provide a system design for interconnection points where construction is required to create connectivity for the approval of the other party, which approval shall not be unreasonably denied, conditioned or delayed. Upon reasonable request, each party shall provide additional detailed information relating to the construction of a particular Section. Each party will be obligated to pay an IRU Fee corresponding to a particular Section only upon acceptance of such Section, as outlined in Exhibit B.
- 4.1.2 Each party shall design, engineer, and construct its Network in a manner consistent with all requirements set forth in this Agreement relating to the use and capability of IRU Fiber. Where required, all engineering and design work performed by or on behalf of either party requiring any certifications or licenses shall be so certified or licensed if required, and all design documents requiring stamping, or which are customarily stamped, shall be properly stamped by a professional engineer licensed in the State of Washington. Each party shall procure and install the fibers and equipment under their title, shall supervise and coordinate work by their contractors, and shall obtain all necessary Authorizations, and pay all Authorization Fees relating to its Network construction. Each party shall perform, or supervise and direct the construction work using industry standard skill and attention, and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work on that party's Network, unless the parties agree in writing to other specific instructions concerning these matters.
- 4.1.3 Each party acknowledges that the other party intends to construct and extend its Network for the benefit of its own business purposes, and that extension of both Networks is not undertaken at the direction of, or for the primary benefit of the other party.

#### **4.2 IRU Fiber Testing and Acceptance.**

- 4.2.1 **Testing.** Upon readiness of a Section, the granting party shall test the IRU Fiber to identify end-to-end attenuation, end-to-end signature and splice testing results for each strand of the IRU Fiber, and shall provide the results of such testing to the other party in a form containing substantially the same information as set forth in the Test Result Template included as Exhibit C. Each party shall notify the other party in writing (email being sufficient) when IRU Fiber (or an identified Section thereof) is complete and when test results are available for verification. The written notification of readiness shall specifically identify which fiber strands within the granting party's Network constitute IRU Fiber.
- 4.2.2 **Notice of Completion to Grantee.** Following written provision of test results described in subparagraph 4.2.1 above, the other party shall have thirty (30)

calendar days to verify that IRU Fiber performance is consistent with applicable industry standards. On or before the expiration of the thirty (30)-day period each party will provide written notice to the other that it accepts the IRU Fiber or rejects it by specifying the defect or failure in the test report that is the basis for such rejection.

4.2.3 If either party fails to notify the other party of its acceptance or rejection of the IRU Fiber within thirty (30) days following receipt of notice of availability, the party shall be deemed to have accepted the IRU Fiber. In the event of any good faith rejection, both parties shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure in their network. Notwithstanding the foregoing, any tests performed on the IRU Fiber by either party during the thirty (30) day period above shall not constitute Traffic and shall not be deemed acceptance of the IRU Fiber.

4.3 **Agreement Expansion.** The Parties may cooperate on future projects or IRU Fiber in mutually agreed upon locations by written addendums to this Agreement, signed by authorized representatives of each party. Such future addendum may include, without limitation, the right of either party to build an extension at its cost and connect such extension to the other party's Network. Both parties upon reasonable request will share technical data necessary to build and connect such extension.

#### 4.4 **Maintenance.**

##### 4.4.1 **IRU Fiber.**

4.4.1.1 **Routine Maintenance.** In consideration of the IRU Fiber Maintenance Fee described in Exhibit B, each party shall during the term of this Agreement, at its sole cost and expense, care for and maintain the IRU Fiber in its Network in a safe and serviceable condition, ensuring that the IRU Fiber meets or exceeds applicable industry standards for performance. Each party shall schedule and perform periodic inspections (at a minimum annually), maintenance, and repairs to identify and correct any failure, interruption, or impairment in the operation of the IRU Fiber in its Network. Both parties shall not permit the IRU Fiber to be damaged or depreciated in value by any negligent act or omission of themselves, their agents, or employees. Each party shall respond promptly to any reasonable complaints from the other party, or its Customers.

4.4.1.2 **Maintenance Events.** Each party shall respond to and address unforeseen events requiring maintenance or restoration of that party's Network involving IRU Fiber ("Maintenance Event") as soon as practicable after the party is made aware of the need for such action. Notwithstanding anything in this Agreement to the contrary, each party shall use its best efforts to remedy any interruption of connectivity within twenty-four (24) hours of report from the other party.

##### 4.4.1.3 **Catastrophic Loss (Trunk Lines).**



4.4.1.3.1 Each party will use commercially reasonable efforts to insure fiber optic trunk lines (including IRU Fiber contained therein) against catastrophic loss, including, for example, loss due to an extreme weather event. Each party shall inform the other in writing within ten (10) days after either: i) obtains casualty insurance covering the Network fiber optic trunk lines (including the IRU Fiber contained therein) or ii) determines that commercially reasonable insurance coverage cannot be obtained.

4.4.1.3.2 Each party shall provide written notice to the other party of any such catastrophic loss as soon as practicable. Both parties shall negotiate in good faith to identify an equitable arrangement for the repair or replacement of the affected Network, taking into account insurance proceeds (if any) and the respective investments to create the IRU connectivity. Upon full restoration of the affected Section by either party, or joint action of the Parties, the affected Section of the Network shall be deemed subject to the terms of this Agreement to the same extent as if the catastrophic loss had not occurred.

4.4.1.3.3 If the parties fail to agree to repair or replace the affected portion of the Network, either party may in its sole discretion choose to abandon it without regard to any effect such abandonment may have upon IRU Fiber generally or the Communication Services delivered thereby. In the event of such abandonment, neither party shall have any claim against the other party arising from any such catastrophic loss, or subsequent abandonment. The parties will negotiate fair market pricing for any remaining IRU fibers if the mutual benefit of fiber path diversity can no longer be sustained.

4.4.1.4 **Maintenance Reporting.** Upon reasonable request, both parties will provide maintenance reports, including periodic/routine maintenance reports and reports in response to a Maintenance Event.

4.4.2 **Relocation.** If, after the Effective Date, either party is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Underlying Rights, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event as set forth in Paragraph 15.0, to relocate the granting party's Network or any Section thereof, the granting party shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation; or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. If, and to the extent that, a relocation is not the result of a failure by either party to observe and perform its obligations under this

Agreement, the costs of relocations of the affected Network are the responsibility of the granting party (except in the case of catastrophic loss, which shall be treated as described in Paragraph 4.4.1.3).

## **5.0 IRU NETWORK RESPONSIBILITIES**

### **5.1 Compensation.**

5.1.1 **IRU Fee.** In consideration of the grant of the IRU hereunder by Ziply and SCL, both parties agree to pay an IRU Fee in the amount of and according to the schedule set forth in Exhibit B ("IRU Fee"). The IRU Fee shall be due and payable as set forth in Exhibit B and paid within thirty (30) days of invoice receipt, with the first such invoice accompanied with a corresponding W-9.

5.1.2 **IRU Fiber Maintenance Fee.** In consideration of both parties' obligations to maintain IRU Fiber that is in use during the term of this Agreement, neither party shall pay an IRU Fiber Maintenance Fee.

5.2 **Reporting.** Each party shall promptly respond and cooperate with reasonable requests by the other party for information relating to matters germane to this Agreement, including but not limited to the IRU Fiber. Each party shall promptly respond and cooperate with reasonable requests by the other party for information relating to matters germane to this Agreement.

## **6.0 COMMUNICATION SERVICES**

6.1 Nothing in this Agreement shall limit the ability of either party to provide Communication Services to any customer within the Network service area, or to households or businesses utilizing all or a portion of the IRU Fiber.

## **7.0 TERM**

7.1 **Term.** This Agreement shall begin on the Effective Date and shall extend for a period of fifteen (15) years thereafter. Any interest in IRU Fiber held by either party shall expire upon the termination date of this Agreement. This Agreement shall automatically renew for successive fifteen (15) year terms unless either Party provides written notice of its intent not to renew at least one (1) year prior to the end of the then-current term.

## **8.0 DEFAULT**

8.1 **Default Defined.** A default shall be deemed to have occurred under this Agreement if, in the case of a material breach of this Agreement, a party fails to cure such material breach within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to

cure within said time period and thereafter diligently pursues such cure to completion.

- 8.2 **Remedies Upon Default.** Upon the occurrence of a default, the non-defaulting party shall have all remedies available at law or at equity including but not limited to, termination pursuant to Section 8.3, damages, specific performance, non-defaulting party's performance of services pursuant to Section 8.4, and/or relief from further performance. Each such remedy shall be cumulative and not exclusive. Without limiting the foregoing, in the case of uncured default by granting party, the other party may be granted permission to operate, maintain, or repair the granting party's Network to the extent necessary to maintain IRU Fiber reserving the cost thereof as damages against the granting party.
- 8.3 **Termination for Default.** In the event of a default as defined in Section 8.1, the non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice to the defaulting party.
- 8.4 **Cure of Service Default.** Notwithstanding any other provision of this Agreement, in the event, regardless of reason or the granting party's ("Grantor Party") good faith attempts, Grantor Party does not or is unable to perform the services described in this Agreement, or does not or is unable to perform services in compliance with the standards and specifications set forth in this Agreement, the other party ("Grantee Party") may (but is not obligated), upon written notice to Grantor Party, , to perform such services or work and/or take such action that it deems necessary without subjecting itself to any liability to Grantor Party. In such instances, Grantee Party may request Grantor Party to pay Grantee Party an amount equal to the actual costs of services performed by Grantee Party less Grantee Party's proportionate share of the Grantor Party's Network (based on fiber count). If Grantee Party requests payment, Grantor Party will remit payment to Grantee Party within thirty (30) days from the date of Grantee Party's invoice.
- 8.5 **Injunctive Relief.** The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each party shall be entitled to specific performance of the obligations hereunder and/or injunctive relief, this being in addition to any other right or legal remedy available to such Party.

## 9.0 **BANKRUPTCY**

- 9.1 This Agreement is not intended as an executory contract or unexpired lease subject to assumption, rejection, or assignment by a trustee in bankruptcy of any party to this Agreement, including, without limitation, assumption, rejection, or assignment under Section 365 of the Bankruptcy Code.
- 9.2 Upon the occurrence of a bankruptcy or insolvency condition described below, either party may terminate this Agreement, or may proceed under the default and remedy procedures described in Section 8:

- 9.2.1 If either party commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; or
- 9.2.2 any person commences an involuntary case against either party under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case; or
- 9.2.3 a court of competent jurisdiction appoints, or either party makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for either party or all or substantially all of its assets.

## **10.0 NO LIENS, RIGHTS OR CLAIMS**

- 10.1 Neither party shall attempt to subject any portion of either party's Network to any liens, rights or claims of any third party. If such a lien, right, or claim is asserted the Grantee party will promptly and diligently undertake its removal at its sole cost.

## **11.0 TAXES**

- 11.1 Each Party shall be responsible for collecting and paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges, assessed on or levied against any transaction or event arising from the performance of this Agreement (to include franchise fees and payments to state and federal universal service programs), imposed by any authority having the power to assess such taxes or charges, including any city, county, state, or federal government or quasi-governmental agency or taxing authority.

## **12.0 ASSIGNMENT**

- 12.1 Except as specifically provided herein, neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

## **13.0 LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 13.1 **Only Actual Damages.** Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party or any third party for any special, incidental, indirect, punitive, or consequential costs, liabilities, or damages, whether foreseeable or not, arising out of, or in connection with, such party's performance of its obligations under this Agreement.
- 13.2 **Casualty Loss.** The parties hereto agree that neither party, their respective managers, members, officers, commissioners, employees, insurance carriers, and casualty policies shall be responsible to the other party for any property loss or damage done to the other party's property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty. It shall be each party's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature. In this regard each party hereby releases and discharges the other party and their respective managers, members, officers, commissioners, and employees from any claims for loss or damage to property.
- 13.3 **Mutual Indemnification.** To the extent permitted by applicable law, each party hereby agrees to defend and indemnify the other party, and its respective managers, members, officers, commissioners, and employees from and against, and assume liability for any injury, loss, damage to, or claim by any third party for personal injury or damage to tangible property (collectively the "Claims") to the extent and in proportion that Claims arise from the negligent, grossly negligent, or

willful act of the indemnifying party, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees, or vendors. Neither party shall be required to indemnify, defend, or hold harmless the other party, or its respective managers, members, officers, commissioners, or employees, from Claims caused solely by the negligence, gross negligence, or willful acts of the other party. Where such Claims result from concurrent negligence of the other party, the indemnity provided herein shall be valid and enforceable only to the extent of each party's own negligence.

#### **14.0 INSURANCE**

- 14.1 Each party, at its expense, shall, throughout the term of this Agreement, maintain insurance coverages of the types and in the minimum amounts set forth below, as applicable:

##### Type of Insurance Limit

General Liability (including General

Aggregate \$2,000,000 contractual

liability) written Prod./Comp. Op. Agg.

\$2,000,000 on an occurrence basis

Personal & Adv. Injury \$2,000,000 Each

Occurrence \$2,000,000

Automobile Liability, including Combined

Single Limit \$1,000,000 any auto, hired auto,

and non owned autos

Excess Liability, Umbrella Form Each

Occurrence \$2,000,000 Aggregate

\$2,000,000

Self-Insurance The City of Seattle meets the above insurance requirements through its primary self-insured retention program administered in-house and approved by the State of Washington.

#### **15.0 FORCE MAJEURE**

- 15.1 Neither party shall be in default under this Agreement if, and to the extent that, any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or

obligations shall be excused and extended for and during the period of any such delay: act of God; fire; wind; flood; fiber cut, cable cut, or other material failures which cannot be remedied and then, only during such periods as may be required to reasonably repair the fiber cut, cable cut, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible party's failure; third party power or system failures;; war or civil disorder; strikes or other labor disputes; inability of the responsible party to obtain access to the responsible party's Network not resulting from the such party's failure; or any other cause beyond the reasonable control of t h e r e s p o n s i b l e party ("Force Majeure Event").

## **16.0 NOTICES**

16.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested; or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All notices and other communications shall be given to

SCL at:

Seattle City Light  
ATTN: Legal Affairs Advisor  
700 Fifth Avenue, Suite 3200  
Seattle, Washington, 98104  
[jeff.wolf@seattle.gov](mailto:jeff.wolf@seattle.gov)

All notices and other communications shall be given to

Ziplly at:

Ziplly Fiber Northwest, LLC  
135 Lake Street So., Suite 155 (ATTN: Legal  
Department)  
Kirkland, WA 98033  
[legal@ziplly.com](mailto:legal@ziplly.com)

A copy of any notice shall also be provided via email to the email addresses above.

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may, by similar notice given, change the address to which future notices or other communications shall be sent.

## **17.0 CONFIDENTIAL INFORMATION**

- 17.1 **In General.** Subject to the exceptions set forth below, each of the parties shall hold in confidence any information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement, unless the information is subject to disclosure pursuant to legal requirement. Proprietary Information includes proprietary or confidential information disclosed by either Party to the other for the purposes hereunder that is clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, lawfully obtained from third parties, or that is required to be disclosed under applicable laws. The Parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest.
- 17.2 **Washington Public Records Act.** As a public agency, SCL is subject to the Washington Public Records Act, Chapter 42.56 (the "PRA") and under the PRA, all materials prepared, owned, used, or retained by SCL or a functional equivalent of a SCL employee are considered public records. The PRA requires that public records be promptly disclosed by SCL unless the PRA or another Washington State statute specifically exempts records from disclosure. Zply recognizes SCL's PRA obligations and understands that, unless exempt under applicable law, Proprietary Information may be subject to public inspection or copying under the PRA.
- 17.3 If required by law including, but not limited to, the PRA, recipient may release the Proprietary Information; provided, however, recipient agrees that prior to such release it shall provide ten-days notice to the other Party of the impending disclosure to allow the other Party to obtain court ordered injunctive relieve preventing disclosure. If Zply fails to obtain and serve SCL with such a court order within ten (10) days, SCL may release the records at issue. Whether to seek an injunction is Zply's discretionary decision and SCL's obligation to protect Zply's Proprietary Information under this Agreement does not include an obligation to assert an exemption from disclosure under the PRA. Zply acknowledges that SCL will have no liability to Zply if any



records associated with this Agreement are lawfully disclosed under the PRA.

- 17.4 **Survival.** The confidentiality provisions in this Paragraph shall survive expiration or termination of this Agreement.

## **18.0 INTELLECTUAL PROPERTY**

- 18.1 Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now, or later owned or controlled by either party, and nothing in this Agreement shall be construed as granting any right, title or interest in the other party's trademarks, trade names, service marks or other intellectual property rights. The parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

## **19.0 RELATIONSHIP OF THE PARTIES**

- 19.1 The relationship between Ziply and SCL shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

## **20.0 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

- 20.1 By execution of this Agreement, each party represents and warrants to the other that: (a) the party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, provided, however, that Ziply acknowledges that this Agreement will not be fully executed or binding until it has been approved by a lawfully enacted ordinance of The City of Seattle; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a Party, or (iv) any instrument to which such Party is or may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, if required; (e) that the signatories for

such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; and (g) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

**21.0 DISPUTES: GOVERNING LAW AND VENUE**

21.1 The parties shall negotiate in good faith and use their best efforts to resolve any disputes that may develop under this Agreement. If party representatives are unable to resolve a dispute regarding this Agreement within ten (10) business days, the dispute shall be referred to the Zply Fiber Chief, Fiber Design and Construction and Seattle City Light Chief Operating Officer. If the parties are unable to resolve the dispute through such negotiations, either party may pursue legal action.

21.2 This Agreement will be governed and construed in accordance with the laws of the State of Washington without regard to any conflicts of law provisions. Venue for all actions arising from this Agreement shall held exclusively in a Washington state or federal court of competent jurisdiction situated in Seattle, King County, Washington.

**22.0 CHANGE IN LAW**

22.1 If changes in applicable laws, regulations, rules or orders materially affect either party's ability to lawfully fulfill any of its obligations under this Agreement, the parties agree to negotiate and execute appropriate changes to this Agreement. If changes in applicable laws, regulations, rules or orders make either party's continued fulfillment of its obligations under this Agreement commercially impracticable, either Party may propose an appropriate amendment to this Agreement.

**23.0 MISCELLANEOUS**

23.1 **Headings.** Headings and captions of this Agreement's paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

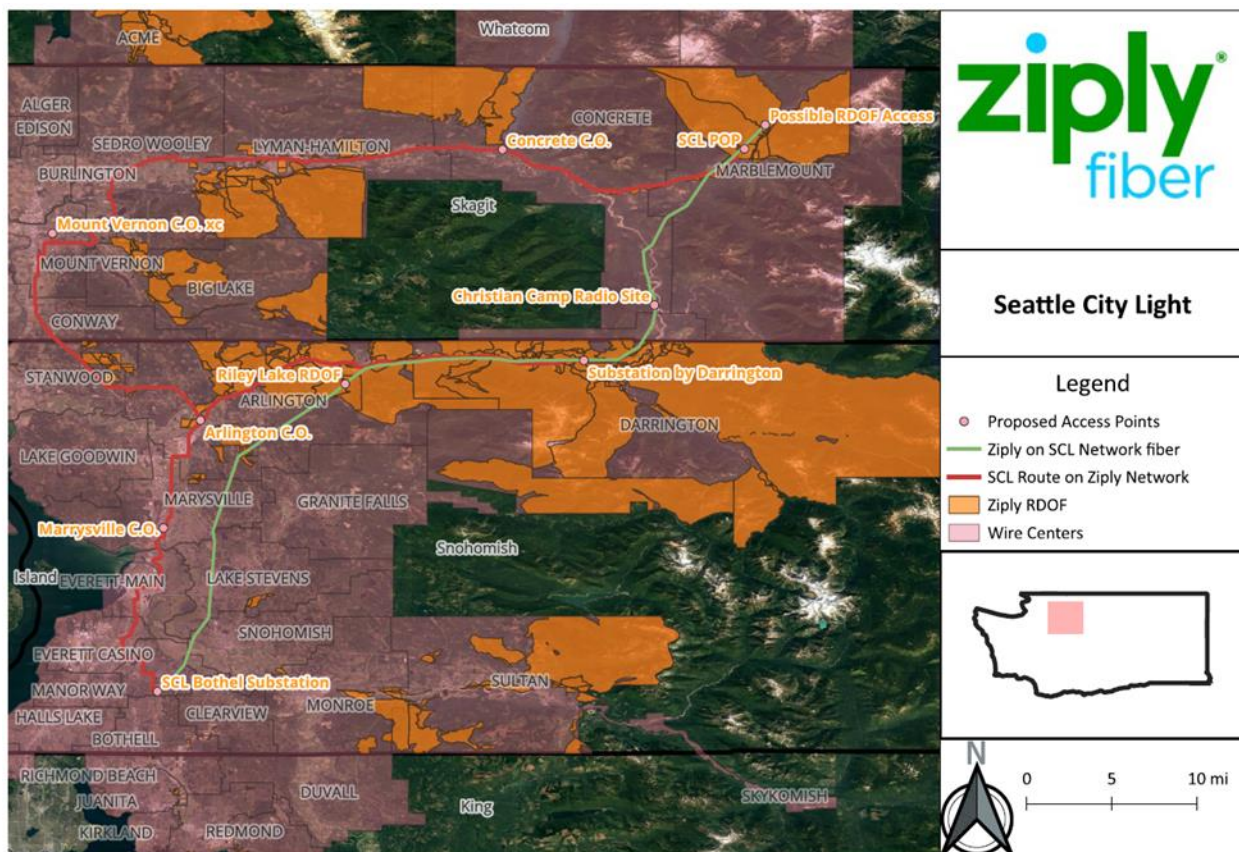
- 23.2 **Severability.** If any provision of this Agreement is deemed illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 23.3 **Grammar.** As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.
- 23.4 **Waiver.** Any right or remedy provided for in this Agreement shall not preclude either party's exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.
- 23.5 **Entire Agreement; Amendments.** This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of the Exhibit shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by authorized representatives of each Party.
- 23.6 **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The Parties intend that fax or emailed .pdf signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, .pdf, or faxed) of both parties is binding on the parties.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Ziply Fiber Pacific, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### Existing Network Fiber



Segment	Length (ft)
Ziplly on SCL Fiber	720,938.857
Possible RDOF extension	27,169.160
Total	748,108.017

Segment	Distance (ft)
SCL on Ziplly Fiber	572,201.638
SCL to Darrington on Ziplly Fiber	138,477.433
Total	710,679.071

Expanded section description:

In areas where there are adjoining easements, ownership will be assigned to the respective easement authority.

MARBLEMOUNT - Existing fiber in place with 1-4" PVC and HH's. SCL to place path from tower to Ziplly HH identified as HH5 (leave coil large enough to get to HH3 – coordinate together).

<https://maps.app.goo.gl/fk7ALWuBSPoS1uGm9>

CHRISTIAN CAMP ROAD - SCL will run a riser/conduit straight down from their splice box/enclosure. Ziplly will intercept this SCL riser/conduit with a HH. Excavation to stay clear of the tower footings. Ziplly placing a HH directly west of the tower on Project 6004393.

RILEY LAKE –SCL will run a riser/conduit straight down from their splice box/enclosure. Ziplly will intercept this SCL riser/conduit with a HH. Excavation should stay clear of the tower footings. The fresh pile of gravel is the approximate HH location.

(for illustration only – construction to be coordinated)



<https://maps.app.goo.gl/gEPWDAHUuQqvNF1Q9>

Up to APC AR3355 Cabinet in Mt Vernon (amplification) – 30amp -48V and 20amp 120v

SCL equipment only. Cannot sub-lease without Ziplly authorization.

SCL shall provide patch through fiber capacity at the Bothell location for fiber cross connects.



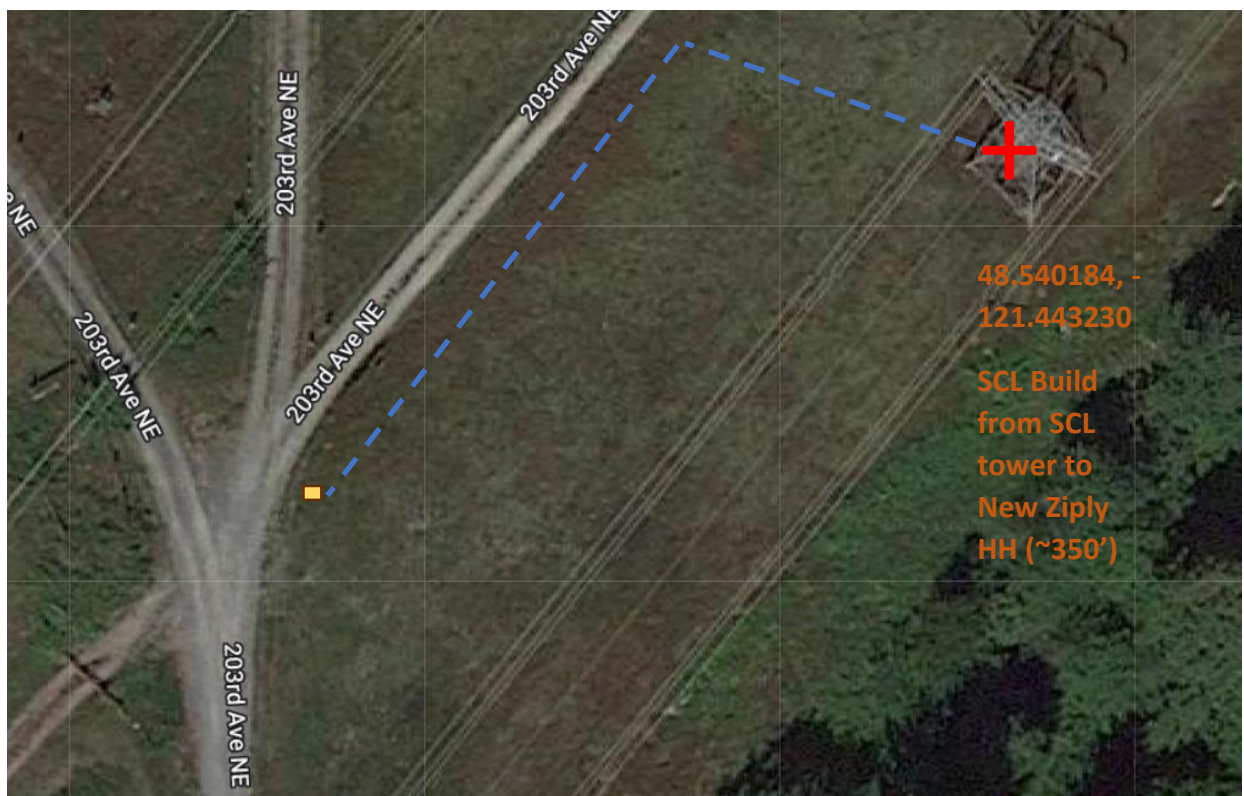
If required for amplification, Ziplly will accommodate space in either Marysville or Arlington up to 1 APC AR3355 Cabinet.

Riley Lake Handoff (for illustration only – construction to be coordinated)

48.233881, -121.954892



Detail:



Marblemount SCL Build (for illustration only – construction to be coordinated)

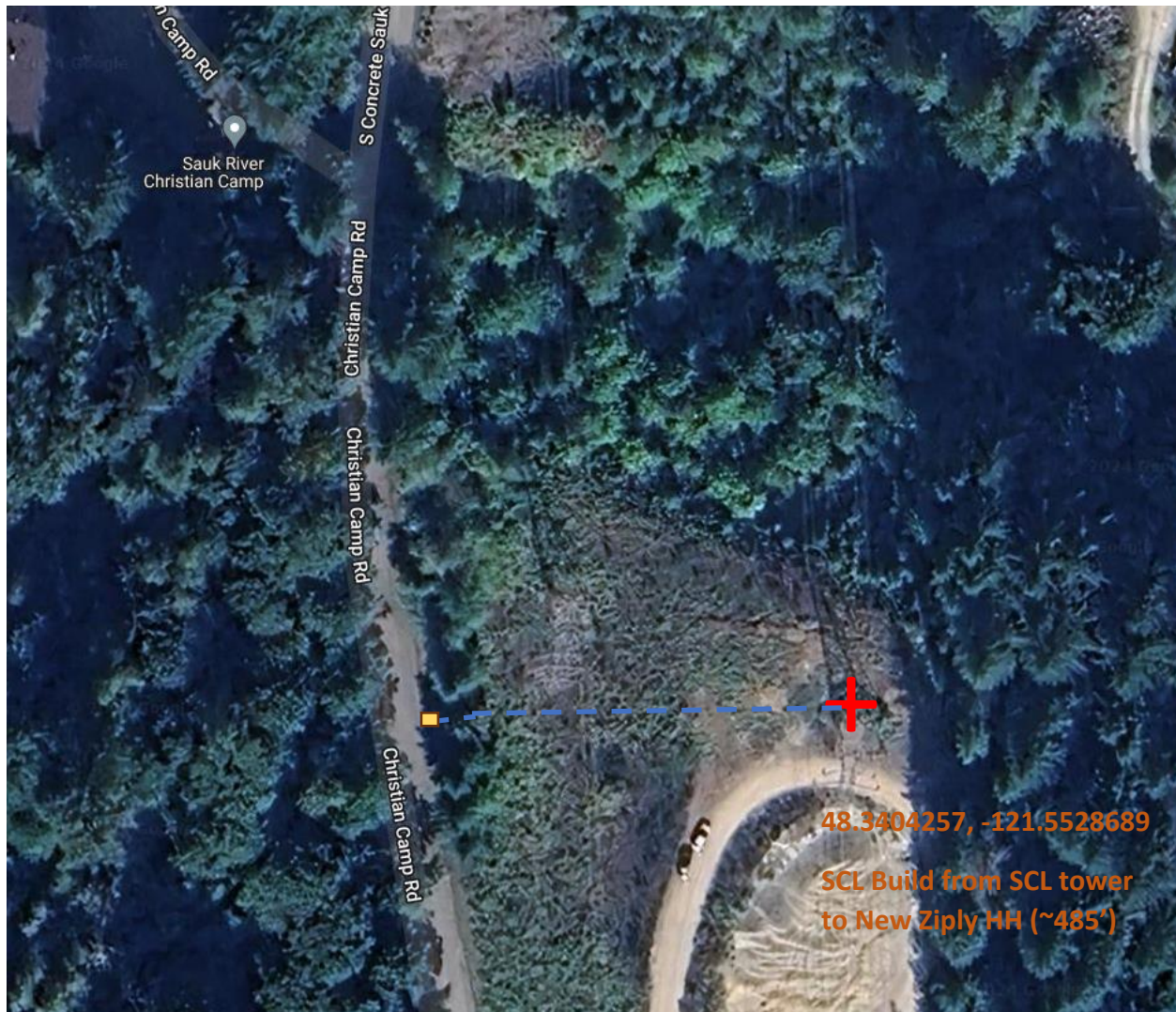
48.540184, -121.44323





Christian Camp Handoff (for illustration only – construction to be coordinated)

48.3404257, -121.5528689





**EXHIBIT B**

**Fee Schedule**

Exchange for mutual benefit in lieu of monetary fees for the network fiber inclusive of the defined rack space in Exhibit A:

Segment	Length (ft)
Zply on SCL Fiber	720,938.857
Possible RDOF extension	27,169.160
Total	748,108.017

Segment	Distance (ft)
SCL on Zply Fiber	572,201.638
SCL to Darrington on Zply Fiber	138,477.433
Total	710,679.071

**EXHIBIT C**

**Test Result Template**

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
City Light	Jeff Wolf	Greg Shiring

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; authorizing the execution of an indefeasible right of use fiber sharing agreement with Ziply Fiber Pacific, LLC for an effective period of up to two 15-year terms.

**Summary and Background of the Legislation:** This Ordinance authorizes City Light to enter into an agreement with Ziply Fiber Pacific, LLC which require each party to provide the other with access to their fiber networks located geographically between the Department's Bothell switchyard and the intersection of Ziply's and the Department's fiber pathways in Marblemount for a period of up to two 15-year terms.

City Light owns and maintains its own fiber network consisting of 64 fiber strands within a 96-mile-long Optical Ground Wire (OPGW) system along the 240 kV "D" Line right-of-way spanning from Diablo to Bothell. City Light installed the fiber network in the late 1990s at a project cost of \$7.5 million. This line is used to communicate between City Light's Skagit Hydroelectric Facility and its Bothell Switchyard. Various types of information important to the facility's operations are carried through this fiber network including data on unit control, protective relay operations, dam failure warning systems, radio traffic to Seattle, telephone service, IT connectivity, surveillance cameras, and spillgate controls.

This sharing arrangement provides the Department with access to a redundant communication pathway separate from the existing pathway owned by the Department. Access to a second communication system will improve the Department's reliability in the event the Department-owned system is damaged or otherwise fails. Over the past decade, the Department's fiber has been damaged four times due to vandalism involving gunfire. This Agreement to share fiber with Ziply is a unique opportunity for the Department to achieve increased reliability without spending the time and money to build a second, independent system.

This arrangement will not compromise the security of the Department's system. There will be no interconnection between the two systems. Fiber optic cables contain many strands, and each strand of fiber is completely independent from all other strands in the cable. Though it passes through the Department's right-of-way, the specific fiber strands granted to Ziply will not have any SCL/COS data or information on them. They will be terminated at each end into a Ziply-owned device. Similarly, the fibers granted to the Department by Ziply under the agreement do not connect to any data-bearing device (Router, Switch, etc.) that is not wholly owned and operated/maintained by Seattle City Light.

## 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.

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.

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

There will be some initial cost to enable both fiber pathways to exchange information. However, the cost to the Department is minimal and will be absorbed as part of the Department's O&M Budget. Once that work is completed, there will be no anticipated additional cost.

## 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.

This legislation does not impact the principles of Race and Social Justice Initiative. It provides the Department with a redundant fiber communication pathway that will improve the Department's ability to provide reliable electric utility service.

**e. Climate Change Implications**

This legislation does not impact the City's ability to adapt to climate change.

**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?**

Not Applicable.

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

Not Applicable.

<b>5. ATTACHMENTS</b>
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**Summary Attachments:** None.