



CITY OF SEATTLE

City Council

Agenda

Tuesday, September 19, 2023

2:00 PM

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

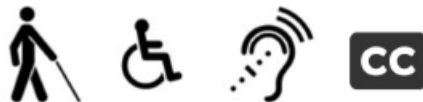
Debora Juarez, Council President
Lisa Herbold, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Sara Nelson, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

[Watch Council Meetings Live](#) [View Past Council Meetings](#)

Council Chamber Listen Line: 206-684-8566

For accessibility information and for accommodation requests, please call 206-684-8888 (TTY Relay 7-1-1), email CouncilAgenda@Seattle.gov, or visit <http://seattle.gov/cityclerk/accommodations>.



CITY OF SEATTLE

City Council Agenda

September 19, 2023 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

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

<http://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin two hours before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

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

Submit written comments to all Councilmembers at

Council@seattle.gov

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

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

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

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

[IRC 409](#)

September 19, 2023

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 443](#) September 12, 2023

Attachments: [Minutes](#)

Bills:

2. [CB 120662](#) AN ORDINANCE appropriating money to pay certain claims for the week of September 04, 2023 through September 08, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

Appointments:**CITY COUNCIL:**

3. [Appt 02636](#) Appointment of Emma Adkins as member, Seattle Disability Commission, for a term to August 31, 2024.

Attachments: [Appointment Packet](#)

4. [Appt 02637](#) Appointment of Dei'Marlon Scisney as member, Community Technology Advisory Board, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
5. [Appt 02638](#) Appointment of P Xiomara Alvarez as member, Seattle Planning Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
6. [Appt 02639](#) Appointment of Logan Woodyard as member, Urban Forestry Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
7. [Appt 02640](#) Appointment of Cade Wiger as member, Community Involvement Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
8. [Appt 02641](#) Appointment of Tyler Hall as member, Pioneer Square Preservation Board, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
9. [Appt 02642](#) Appointment of Athena Scott as member, Seattle Arts Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
10. [Appt 02643](#) Appointment of Rachel Lockerbie as member, Seattle Human Rights Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
11. [Appt 02644](#) Appointment of Amelia Ossorio as member, Seattle Immigrant and Refugee Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)

12. [Appt 02645](#) Appointment of Ashley E. Ford as member, Seattle LGBTQ Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
13. [Appt 02646](#) Appointment of Veronica La Mont as member, Seattle Women’s Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
14. [Appt 02647](#) Appointment of Lauren I. Lanham as member, Board of Parks and Recreation Commissioners, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
15. [Appt 02648](#) Appointment of Tavo Moline as member, Seattle Renters’ Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
16. [Appt 02649](#) Appointment of Eli Davis as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
17. [Appt 02650](#) Appointment of Delaney Lind as member, Seattle Pedestrian Advisory Board, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
18. [Appt 02651](#) Appointment Braxton Williams as member, Seattle Transit Advisory Board, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
19. [Appt 02652](#) Appointment of Jay Backman as member, Seattle Design Commission, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)
20. [Appt 02679](#) Appointment of Shabazz M. Abdulkadir as member, Design Review Board, for a term to August 31, 2024.
Attachments: [Appointment Packet](#)

ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT**COMMITTEE:**

21. [Appt 02653](#) Appointment of Kelli Faryar as member, Seattle Music Commission, for a term to August 31, 2026.

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

In Favor: 4 - Nelson, Juarez, Herbold, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

22. [Appt 02654](#) Appointment of Nick Turner as member, Seattle Music Commission, for a term to August 31, 2026.

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

In Favor: 4 - Nelson, Juarez, Herbold, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

H. COMMITTEE REPORTS

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

PUBLIC SAFETY AND HUMAN SERVICES:

1. [CB 120645](#) AN ORDINANCE relating to controlled substances; adding the crimes of knowing possession of a controlled substance and use of a controlled substance in a public place; amending Section 12A.09.020 of the Seattle Municipal Code; and adding a new Section 3.28.141 to the Seattle Municipal Code.

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

In Favor: 4 - Herbold, Lewis, Nelson, Pedersen

Opposed: 1 - Mosqueda

Supporting

Documents: [Summary and Fiscal Note](#)
[Proposed Amendment A](#)
[Proposed Amendment B](#)
[Proposed Amendment C](#)
[Proposed Amendment D](#)

CITY COUNCIL:

2. [CB 120654](#) AN ORDINANCE relating to City employment, commonly referred to as the Third Quarter 2023 Employment Ordinance; returning positions to the Civil Service system; exempting a position from the Civil Service system; administratively adjusting the salary schedule for two titles; and establishing three new titles; all by a 2/3 vote of the City Council.

Supporting

Documents: [Summary and Fiscal Note](#)
[Central Staff Memo](#)

3. [CB 120655](#) AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32; and ratifying and confirming certain prior acts.

Attachments: [Att 1 – Agreement By and Between City of Seattle and Local 32](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att 1 - Bill Draft Version of Local 32 CBA](#)
[Central Staff Memo](#)

ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:

4. [CB 120634](#) AN ORDINANCE relating to Ballard Business Improvement Areas; establishing a new 12-year Business Improvement Area to be known as the Ballard Improvement Area; levying special assessments upon owners of commercial property, multifamily residential property, and mixed-use property within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Ballard Business Improvement Area that was established by Ordinance 125151 (“2017 BIA”); suspending the issuance of assessments and providing for the continuity of services under the 2017 BIA; providing for the transfer of any remaining funds from the 2017 BIA Account; and ratifying and confirming certain prior acts.

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

In Favor: 4 - Nelson, Juarez, Herbold, Strauss

Opposed: None

Attachments: [Att A – Proposed BIA Boundaries](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att A – Ballard Alliance Renewal and Business Plan](#)

5. [CB 120641](#) AN ORDINANCE relating to Seattle Tourism Improvement Areas; establishing a new 15-year business improvement area to be known as the Seattle Tourism Improvement Area; levying special assessments upon owners of businesses offering transient accommodations with 60 or more rooms within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Seattle Tourism Improvement Area that was established by Ordinance 123714 (“2011 STIA”) and later modified by Ordinance 126552; suspending the issuance of special assessments and providing for the continuity of services under the 2011 STIA; providing for the transfer of any remaining funds from the 2011 STIA Account; and ratifying and confirming certain prior acts.

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

In Favor: 4 - Nelson, Juarez, Herbold, Strauss

Opposed: None

Attachments: [Att A - STIA District Boundaries Map](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Ex A - Proposed STIA Business Plan](#)

[Summary](#)

6. [Res 32108](#) A RESOLUTION relating to the City Light Department; documenting compliance with the Public Utility Regulatory Policies Act of 1978, as amended by the Infrastructure Investment and Jobs Act of 2021.

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

In Favor: 4 - Nelson, Juarez, Herbold, Strauss

Opposed: None

Attachments: [Att 1 – Consideration and Determination of New PURPA Standards](#)

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

FINANCE AND HOUSING COMMITTEE:

7. [Res 32109](#) A RESOLUTION approving the Seattle Housing Authority's use of certain excess revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area for the provision of services that benefit the residents of the community.

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

In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis

Opposed: None

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

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 409, **Version:** 1

September 19, 2023



Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<u>By: Mosqueda</u>		
1. CB 120662	AN ORDINANCE appropriating money to pay certain claims for the week of September 04, 2023 through September 08, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Mosqueda</u>		
2. CB 120663	AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with PTL Property Limited Partnership, on behalf of the Seattle Fire Department; and ratifying and confirming certain prior acts.	City Council
<u>By: Morales</u>		
3. CB 120666	AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement on behalf of the City of Seattle with the Cultural Space Agency, a city-chartered Public Development Authority, for its use and occupancy of a portion of King Street Station; and ratifying and confirming certain prior acts.	City Council
<u>By: Morales</u>		
4. Appt 02636	Appointment of Emma Adkins as member, Seattle Disability Commission, for a term to August 31, 2024.	City Council
<u>By: Nelson</u>		
5. Appt 02637	Appointment of Dei'Marlon Scisney as member, Community Technology Advisory Board, for a term to August 31, 2024.	City Council
<u>By: Strauss</u>		
6. Appt 02638	Appointment of P Xiomara Alvarez as member, Seattle Planning Commission, for a term to August 31, 2024.	City Council
<u>By: Strauss</u>		
7. Appt 02639	Appointment of Logan Woodyard as member, Urban	City Council

Forestry Commission, for a term to August 31, 2024.

By: Morales

8. [Appt 02640](#) Appointment of Cade Wiger as member, Community Involvement Commission, for a term to August 31, 2024. City Council

By: Morales

9. [Appt 02641](#) Appointment of Tyler Hall as member, Pioneer Square Preservation Board, for a term to August 31, 2024. City Council

By: Morales

10. [Appt 02642](#) Appointment of Athena Scott as member, Seattle Arts Commission, for a term to August 31, 2024. City Council

By: Morales

11. [Appt 02643](#) Appointment of Rachel Lockerbie as member, Seattle Human Rights Commission, for a term to August 31, 2024. City Council

By: Morales

12. [Appt 02644](#) Appointment of Amelia Ossorio as member, Seattle Immigrant and Refugee Commission, for a term to August 31, 2024. City Council

By: Morales

13. [Appt 02645](#) Appointment of Ashley E. Ford as member, Seattle LGBTQ Commission, for a term to August 31, 2024. City Council

By: Morales

14. [Appt 02646](#) Appointment of Veronica La Mont as member, Seattle Women's Commission, for a term to August 31, 2024. City Council

By: Lewis

15. [Appt 02647](#) Appointment of Lauren I. Lanham as member, Board of Parks and Recreation Commissioners, for a term to August 31, 2024. City Council

By: Sawant

16. [Appt 02648](#) Appointment of Tavo Moline as member, Seattle Renters' Commission, for a term to August 31, 2024. City Council

By: Pedersen

17. [Appt 02649](#) Appointment of Eli Davis as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024. City Council

By: Pedersen

18. [Appt 02650](#) Appointment of Delaney Lind as member, Seattle Pedestrian Advisory Board, for a term to August 31, 2024. City Council

By: Pedersen

19. [Appt 02651](#) Appointment Braxton Williams as member, Seattle Transit Advisory Board, for a term to August 31, 2024. City Council

By: Strauss

20. [Appt 02652](#) Appointment of Jay Backman as member, Seattle Design Commission, for a term to August 31, 2024. City Council

By: Strauss

21. [Appt 02679](#) Appointment of Shabazz M. Abdulkadir as member, Design Review Board, for a term to August 31, 2024. City Council

By: Juarez

22. [CB 120665](#) AN ORDINANCE amending Sections 5.24.020 and 5.24.030 of the Seattle Municipal Code (SMC) to adjust the thresholds upon which the City Council is briefed about settlement and claims matters in Executive Session; and amending SMC 5.24.020 to require twice-annual litigation briefings in Executive Session. Governance, Native Communities, and Tribal Governments Committee

By: Juarez

23. [Res 32110](#) A RESOLUTION establishing the City's continuing support to advance a public-private partnership through future agreements between The City of Seattle, Seattle Public Schools, and the One Roof Partnership; and addressing funding needs to develop a new world-class Memorial Stadium serving students, youth, and the community and that is transformative for Seattle Center. Governance, Native Communities, and Tribal Governments Committee

By: Lewis

24. [CB 120664](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing an Operations and Management Agreement between The City of Seattle, a Washington State municipal corporation, by and through Seattle Parks and Recreation, and the Downtown Business Improvement Association, a Washington State nonprofit corporation, to enter into an operation and management agreement for activation and programming services at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park; and ratifying and confirming certain prior acts. Public Assets and Homelessness Committee

By: Lewis

25. [CB 120667](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Second Amendment to the Easement Agreement; authorizing acceptance of a recording of the Public Assets and Homelessness Committee

Second Amendment to the Easement Agreement; and ratifying and confirming certain prior acts.

By: Herbold

26. [CB 120668](#) AN ORDINANCE relating to funding for housing and community development programs; adopting the 2024-2028 Consolidated Plan for Housing and Community Development (“Plan”) and authorizing its submission to the United States Department of Housing and Urban Development (HUD). Public Safety and Human Services Committee

By: Herbold

27. [CB 120669](#) AN ORDINANCE relating to funding from non-City sources; amending Ordinance 126725, which adopted the 2023 Budget, including the 2023-2028 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2023-2028 CIP; and ratifying and confirming certain prior acts. Public Safety and Human Services Committee

By: Herbold

28. [Res 32111](#) A RESOLUTION declaring the City Council’s and the Mayor’s intent to recognize the seismic retrofit of unreinforced masonry buildings in compliance with the City’s URM Retrofit Technical Standard. Public Safety and Human Services Committee

By: Herbold

29. [Res 32112](#) A RESOLUTION affirming the City's good faith intent to consider raising in the collective bargaining process for the Seattle Police Management Association (SPMA) 2024 contract renewal police accountability proposals that have been identified by the public and the City’s police oversight agencies. Public Safety and Human Services Committee



Legislation Text

File #: Min 443, **Version:** 1

September 12, 2023

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, September 12, 2023

2:00 PM

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

City Council

Debora Juarez, Council President

Lisa Herbold, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Sara Nelson, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@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 September 12, 2023, pursuant to the provisions of the City Charter. The meeting was called to order at 2:00 p.m., with Council President Juarez presiding.

B. ROLL CALL

Present: 8 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Sawant, Strauss

Late Arrival: 1 - Mosqueda

C. PRESENTATIONS

There was none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Dr. Ruth Fruland

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

Andrea Suarez
Martin Tolarico
Kisha K.
Kathleen Brose
Ingrid Clair
Linda Tosti-Lane

Councilmember Strauss left the Council Chamber at 2:19 p.m.

Maralyn Chase

Councilmember Strauss entered the Council Chamber at 2:20 p.m.

Dianne Foster
Alphecca Muttardy
Naishin Fu
Randy Grein
David Haines

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 408](#) **September 12, 2023**

Motion was made, duly seconded and carried, to adopt the Introduction & Referral Calendar (IRC) by the following vote:

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

Motion was made, duly seconded and carried, to adopt the proposed Agenda.

G. APPROVAL OF CONSENT CALENDAR

Motion was made, duly seconded and carried, to adopt the Consent Calendar.

Journal:

1. [Min 442](#) **September 5, 2023**

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

Bills:

2. [CB 120651](#) **AN ORDINANCE appropriating money to pay certain claims for the week of August 28, 2023 through September 01, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [Res 32107](#) **A RESOLUTION requesting the United States Congress and the President pass and sign legislation creating a National Infrastructure Bank.**

Motion was made and duly seconded to adopt Resolution 32107.

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Mosqueda, Sawant, Strauss

Opposed: None

Abstain: 2 - Nelson, Pedersen

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

Motion was made, duly seconded and carried, to suspend the Council Rules to allow the Council President to appoint a new member to the Select Labor Committee to fill a vacancy.

Motion was made, duly seconded and carried, to rescind Councilmember Stauss' excusal from the September 5, 2023 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 2:48 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on September 19, 2023.

Debora Juarez, Council President of the City Council

Scheereen Dedman, City Clerk



Legislation Text

File #: CB 120662, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of September 04, 2023 through September 08, 2023 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 \$14,084,438.63 on PeopleSoft 9.2 mechanical warrants numbered 4100731362 - 4100733420 plus manual or cancellation issues for claims, e-payables of \$53,493.31 on PeopleSoft 9.2 9100013701 - 9100013718 and electronic financial transactions (EFT) in the amount of \$33,403,656.30 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if

not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 19th day of September, 2023, and signed by me in open session in authentication of its passage this 19th day of September, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)



Legislation Text


File #: Appt 02636, **Version:** 1

Appointment of Emma Adkins as member, Seattle Disability Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Emma Adkins</i>		
Board/Commission Name: <i>Seattle Disability Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Columbia City</i>	Zip Code: <i>98118</i>	Contact Phone No.: [REDACTED]
Background: <i>Emma is currently enrolled in the Professional Master of Business Administration/Business Analytics program at Seattle University. Emma also works full-time as the program coordinator for the Doctor of Nursing Practice program at S.U. where she gets to support and advocate for aspiring nurse practitioners. She is looking forward to contributing to vital conversations around accessibility and citizen needs with her background in interdisciplinary studies and data analytics. Emma has lived in various Seattle neighborhoods for the past five years, but currently resides in Columbia City.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Emma Adkins *(she/her)*

SUMMARY

Organized, analytical, and detailed oriented individual with over five years of professional work experience. Currently working towards a master's degree in business administration with a focus in business analytics and project management. Long-term goals include the advocacy and support of individuals and families affected by type 1 diabetes and other chronic health conditions.

EXPERIENCE

Doctor of Nursing Practice Program – Seattle University, Seattle, WA

Graduate Program Coordinator – Jul. 2022 – Present

- Provide administrative, personal, and professional support to about 400 students
- Plan and execute over six annual school-wide events for Doctor of Nursing Practice student orientations, graduation ceremonies, and welcome to the profession events
- Compile and analyze graduate program data for reports and coordinate submission of complex reports to state, regional, and national agencies

Information Technology Services – Seattle University, Seattle, WA

Student Lead & IT Support Agent – Sept. 2021 – Jun. 2022

- Managed more than 25 university-wide projects and events while supervising a team of fifteen student employees
- Effectively managed over 150 technology-equipped community spaces and adhered to proper incident and response documentation
- Promoted to Student Lead position within six months of employment

Housing & Residence Life – Seattle University, Seattle, WA

Information & Database Assistant – Sept. 2020 – Sept. 2021

- Utilized *Starvez* database to provide virtual assistance to students and families via Seattle U's Housing Portal along with supervision of over 5,000 student accounts and time-sensitive requests
- Promoted to this position within one month of employment at prior position in department

Resident Assistant – May 2019 – Sept. 2020

- Executed and promoted programming to promote diversity, equity, and inclusion on campus
- Adhered to student privacy laws and regulations while receiving consistent training to understand university policies, procedures, and expectations

Baze Chiropractic, PLLC – Renton, WA

Customer Service Specialist – Sept. 2018 – Jun. 2020

- Utilized a medical interface system to track patient care plans, payments, insurance claims/benefits, and maintain organization in a medium-sized business setting
- Trained co-owners and employees on newly implemented billing software system

EDUCATION

Seattle University – Seattle, WA

Master of Business Administration, Bus. Analytics & Project Management - Jan. 2023 – Jun. 2025

- Coursework in accounting, finance, team building/leadership, marketing, analytics, and project management
- 4.0 GPA

Bachelor of Arts in Interdisciplinary Liberal Studies, minor in Data Science

- Coursework in healthcare ethics, global healthcare, data science, data visualization, mathematics, leadership, programming, and relational database systems
- 3.7 GPA

COMMUNITY WORK

The Diabetes Link – Boston, MA

NextGen Fellow Cohort B – Apr. 2023 – Present

- Cohort B focuses on clinical care, education, and patient advocacy. Each fellow is paired with a mentor working in the diabetes sector to establish relationships, encourage collaboration, and enhance knowledge and understanding of issues in diabetes-related patient care
- The Diabetes Link is a non-profit organization that supports young adults living with type 1 diabetes by providing peer support, education, and leadership opportunities for those interested in jump starting their careers in healthcare advocacy

Vice President & Treasurer of Seattle University Chapter – Jan. 2020 – Jun. 2022

- Build community on campus by providing a safe space for college students living with and supporting those living with type 1 diabetes
- Event planning, community engagement, and collaboration with the Juvenile Diabetes Research Foundation, UW Nurses Conference, and more

SKILLS

Advanced in: Microsoft & Google Productivity Services, software systems including Colleague Higher Education management system, Starrez for Housing & Residence Life, Jira Service Desk software, TPS & Platinum medical billing systems

Experienced with: Adobe Photoshop, Adobe Premiere Pro, R Studio, SQL Database Management System, Python programming language

Working proficiency in: Spanish language

Certified/Knowledgeable in: FERPA & HIPAA privacy regulations

ACCOLADES

Alpha Sigma Iota Honor Society Member – Interdisciplinary Liberal Studies, Seattle University

Desk Assistant of the Year (2021) – Housing & Residence Life, Seattle University

Seattle Disability Commission

July 2023

21 Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed (specify): Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/21	4/30/23	1	City Council
			3.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			4.	Member	VACANT	5/01/21	4/30/23	1	City Council
			5.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			6.	Member	VACANT	11/1/21	10/31/23	1	City Council
			7.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			8.	Member	VACANT	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina M. Sawyckyj	5/01/22	4/30/24	3	City Council
			10.	Member	VACANT	5/01/22	4/30/24	1	Mayor
6	F	6	11.	Member	Devon Breithart	5/01/22	4/30/24	1	City Council
6	M	3	12.	Member	Silas T. James	5/01/22	4/30/24	1	Mayor
			13.	Member	VACANT	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
	F	5	15.	Member	Taylor Woods	11/1/22	10/31/24	2	City Council
6	F	2	16.	Get Engaged	Emma Adkins	9/1/23	8/31/24	1	Mayor
1	F	4	17.	Member	Jessica Lo	5/01/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/22	10/31/24	1	Mayor
6	F	7	19.	Member	Shelby Dey	5/01/22	4/30/24	1	Commission
	F	3	20.	Member	Dawn Dailey	11/1/22	10/31/24	2	Commission
6	F	1	21.	Member	Kaitlin Skilton	11/1/22	10/31/24	2	Commission

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	1								2			
Council		4			1			1		2			
Other		3								2			
Total	1	8			1			1		6			

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02637, **Version:** 1

Appointment of Dei'Marlon Scisney as member, Community Technology Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Dei'Marlon Scisney</i>		
Board/Commission Name: <i>Community Technology Advisory Board</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Lake City</i>	Zip Code: <i>98125</i>	Contact Phone No.: [REDACTED]
Background: <i>DeiMarlon Scisney "D", an Analytics and AI/ML specialist, has been living in Seattle for 3.5 years, focusing on scaling businesses owned by BIPOC, women, and LGBTQ individuals. He is passionate about diversity and representation, which was sparked during his time at Amazon Web Services (AWS). He created the Minority Partner Initiative, a program with a budget of over \$20 million, to support underrepresented groups in the AWS ecosystem. DeiMarlon now runs his own consulting firm, helping small and underrepresented businesses leverage technology, particularly Analytics and AI/ML, to gain valuable insights. He aims to bring his expertise and community work to the CTAB, contributing recommendations to the Mayor and City Council on important technology-related matters and advocating for equitable access to technology.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle	

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

Dei'Marlon Scisney

PROFILE

- Open-minded, analytical, and fast learner with demonstrated knowledge about sales, cloud computing, modern data strategy, building models, and customer service (CRM)
- Experienced in team-management, strategic alliance, working with key stakeholders, collaboration, and delivering results within the workforce

EDUCATION

B.A.: Biology and English Minors: Spanish and Gender Studies from Wabash College, Crawfordsville, IN.

GPA: 3.74

Technical Skills: Proficient in AWS cloud (AI/ML and Analytics), Azure Fundamentals, SQL, Spark, Data Visualization (QuickSight and Power BI), Python (Pandas/Matplotlib), Data Warehousing (Redshift & Snowflake), Kubernetes, JavaScript, Salesforce, Asana, and Terraform/Vault/Consul.

PROFESSIONAL EXPERIENCE

CEO, HOP BD Consulting (Helping the Overlooked Prosper)

July 2022 – Present

- Led HOP Consultancy in achieving a 20% Q/Q increase in revenue through the implementation of strategic pricing and revenue modeling initiatives.
- Successfully coached and mentored 20+ startup founders in building and scaling their businesses, resulting in 7 successful fundraising rounds and 3 successful product launches.
- Developed and executed multi-channel marketing campaigns for 40+ clients across various industries, resulting in a 25% average increase in lead generation and a 30% average increase in conversion rates.
- Expanded HOP Consultancy's service offerings to include technical training programs in partnership with leading industry experts, resulting in a 15% increase in client retention and a 20% increase in client satisfaction.

Startups Specialized SME (L6), AI/ML & Analytics, Amazon AWS Cloud

January 2022 – July 2022

- Engaged with 2500 startups (Fintech, Priority/early ISV, and HCLS) with a quota of \$70 million
- Consulted on modern data strategy best practices and adoptions of open-source solutions, ingestion (Lambda, Kinesis, Kafka, Confluent, Fivetran), data warehouses (Snowflake or Redshift), development of data lakes (S3 solution or Databricks) to derive ML (Sagemaker, Personalize, Recognition) or BI insights (QuickSight,) and cost-efficient query operations (Athena, Spectrum)
- Strategized, designed, and deployed cloud analytics and AI/ML architectures for top 50 accounts across SUS-2
- Built and executed go-to-market strategies that were vertical (Fintech/HCLS) and service specific (Redshift, Opensearch, EMR) resulting in 127% attainment YTD (\$46,957,272/\$36,974,230)

Account Manager (L5), ISV Sales Rep, Amazon AWS Cloud

May 2021 – January 2022

- Led 82 joint alliance meetings and introduced ISV solutions to internal account teams, exploring synergies that can be leveraged to aid in opportunity creation
- Created 62 AWS originated opportunities, resulting in over 15 million ARR created through co-selling motions
- Launched 13.7/15 million by EO Q3 2022
- Prospected into greenfield, enterprise, SMB, and startup leads on behalf of the ISV, resulting in 194% attainment
- Developed customized go-to-market initiatives for the ISV, specifically in security (Lacework, Tanium, Cequence, Aviatrix), AI/ML (DocuSign), and IAAC (Hashicorp)

Associate Account Executive, ENT II Sales Rep, Amazon AWS Cloud

January 2021- May 2021

- Collaborated with CSC account managers to help build new business client leads, enter new client data, and assist with opportunity execution and follow up, yielding 164% attainment
- Achieved 99% average customer satisfaction and SLA times

Associate Account Executive, Enterprise Sales Rep, Amazon AWS Cloud

June 2020- January 2021

- Prospected into Greenfield zero-biller leads, resulting in 182% total quota attainment.
- Led 60+ outbound calls per day to engage with C-Suite executives
- Led a panel on Intersectionality with global ID&E leaders

LEADERSHIP EXPERIENCE

Partnership/Events Coordinator, BEN Global

August 2020 – September 2022

- Oversaw all operations and programming under GDEI while working alongside BEN Global and BEN Seattle. Created and organized Black history month and Juneteenth programming 2022 across all of Amazon (Remarkably...)

Minority Partner Initiative, self-started PRFAQ with executive backing and funding of \$30 million. [PRFAQ](#)

Allypod - Coordinate all cyclical programs and podcasts for Amazons DEI Allypod. As coordinating producer, I recruit speakers for the podcast and create the scripts for each internal show. [PRFAQ](#)

PROFESSIONAL DEVELOPMENT

Certifications: AWS Cloud Practitioner, AWS Associate Solutions Architect Certification, AWS Machine Learning Specialty, Bertleman's Technology Scholarship for ML with Tensor Flow, Udacity/AWS Nanodegree program for ML Engineering, and Flat Iron School of Data Analytics.

Community Technology Advisory Board

10 Members: Pursuant to Ordinance 124736, all members subject to City Council confirmation, 2-year terms:

- 4 City Council- appointed
- 6 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	7	1.	Member at Large	Omari Stringer	1/1/23	12/31/24	1	City Council
3	F	3	2.	Member at Large	Camille Malonzo	1/1/22	12/31/23	2	Mayor
2	NB	2	3.	Member at Large	Isabel J. Rodriguez	1/1/22	12/31/23	1	Mayor
6	F	3	4.	Member at Large	Merrill Miller	1/1/23	12/31/24	1	City Council
2	F		5.	Education Member	Aishah Bomani	1/1/23	12/31/24	1	Mayor
2	M	5	6.	Get Engaged Member	Dei' Marlon Scisney	9/1/23	8/31/24	1	Mayor
2	M	7	7.	Member at Large	Dr. Tyrone Grandison	1/1/22	12/31/23	2	City Council
6	M	7	8.	Member at Large	Coleman R. Entringer	1/1/22	12/31/23	1	Mayor
2	M		9.	Member at Large	Femi Adebayo	1/1/23	12/31/24	2	City Council
1	M	7	10.	Public Access Member	Phillip Meng	1/1/23	12/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

File #: Appt 02638, **Version:** 1

Appointment of P Xiomara Alvarez as member, Seattle Planning Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>P Xiomara Alvarez</i>		
Board/Commission Name: <i>Seattle Planning Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Highland Park</i>	Zip Code: <i>98106</i>	Contact Phone No.: [REDACTED]
Background: <i>Xio (she/they) is an urban and architectural designer at LMN Architects in Downtown Seattle. She approaches her projects with an emphasis on engagement and excels at creating approachable spaces for designers and non-designers to talk about complex problems. An innovative and collaborative designer, she is interested in finding resilient and sustainable ways for people to live together, viewing architecture and planning as a gateway to creating cities that are equitable, adaptable, and accessible to all. She hopes to spend her term on the Planning Commission contributing to the conversation about Seattle's future and building a foundation for a lifetime of publicly engaged design work.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023		Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle

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

P XIOMARA ALVAREZ

EXPERIENCE

LMN ARCHITECTS

Design Staff || Seattle, WA

November 2021 – Present

- Responsible for design and documentation of urban-oriented architectural projects and pursuits ranging from master planning services to highway lids and infrastructure buildings.
- Co-founded and lead internal research group on resilience in architecture and urban systems, produced internal tools and reporting on resilience potential and achievement of firm projects.

CITY OF BOSTON – ENVIRONMENT DEPARTMENT

Rappaport Public Policy Fellow || Boston, MA

June 2020 – August 2020

- Developed department standards for equitable community engagement in implementation of resilience plans to increase equity in processes both during and post-pandemic.
- Secured \$300k in grant funding for the city's first-ever Heat Resilience Planning Study; scope centered environmental justice neighborhoods and capacity building of community organizations.

SOCRATA, INC

Program Manager || Seattle, WA

July 2015 – July 2017

- Managed large-scale implementations of data and performance programs across multi-department (3+) teams of state and local government, primarily in the American West.
- Worked with governments to define data policies, including development of data platforms, creation of data processing and publishing services, and long-term management plans.

EDUCATION

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

June 2021

Master of Architecture & Masters in City Planning

Alpha Rho Chi Medal Recipient || NOMAS, Students of Color Committee

UNIVERSITY OF CALIFORNIA AT BERKELEY – College of Environmental Design

May 2015

B. A. Urban Studies || **Minors in Architectural History, Geospatial Information Technology**

Suma Cum Laude, Dean's List, Phi Beta Kappa

RESEARCH

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

Research Assistant – LCAU: Malden River Works || Cambridge, MA

September 2019 – May 2020

- Developed surveys, maps, and drawings to understand existing conditions and community interests around the development of a resilient post-industrial waterfront
- Supported the convening of a 12-person community advisory board in addition to in-person and virtual public meetings with over 100+ residents in attendance of diverse backgrounds

Research Assistant – Urban Risk Lab || Cambridge, MA

January 2019 – May 2019

- Responsible for managing databases and series of visualizations based on the American Communities Survey data and natural hazard data interrogating social vulnerability and risk
- Developed case studies around pre- and post- disaster housing development and preservation strategies across a variety of natural hazard types nationwide

Seattle Planning Commission

SEPTEMBER 1 2023

16 Members: Pursuant to SMC 3.6, all members subject to City Council confirmation, 3-year terms (except for position 16 which serves a one-year term and is a Get Engaged member):

- 7 City Council-appointed
- 8 Mayor-appointed
- 1 Other Appointing Authority-appointed (specify): Planning Commission

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	3	1.	Member	McCaela Daffern	4/16/22	4/15/25	1	City Council
3	F	3	2.	Member	Dhyana Quintanar Solares	4/16/22	4/15/25	1	Mayor
6	F	2	3.	Member	Lauren Squires	4/16/22	4/15/25	2	City Council
2	M	2	4.	Member	Kelabe Tewolde	4/16/22	4/15/25	1	Mayor
7	F	5	5.	Member	Jamie Stroble	4/16/22	4/15/25	2	City Council
6	M	4	6.	Member	Andrew Dannenberg	4/16/23	4/15/26	1	Mayor
			.	Member		4/16/23	4/15/26	1	City Council
1	F	5	8.	Member	Radhika Nair	4/16/20	4/15/23	1	Mayor
6	M	1	9.	Member	Matt Hutchins	4/16/20	4/15/23	1	City Council
9	NB	3	10.	Member	Monika Sharma	4/16/23	4/15/26	1	Mayor
3	M	3	11.	Member	Julio Sanchez	4/16/21	4/15/24	2	City Council
9	F	5	12.	Member	Rose Lew Tsai-Le Whitson	4/16/21	4/15/24	1	Mayor
6	M	4	13.	Member	David Goldberg	4/16/21	4/15/24	2	City Council
6	M	1	14.	Member	Nick Whipple	4/16/21	4/15/24	1	Mayor
6	M	4	15.	Member	Rick Mohler	4/16/21	4/15/24	2	Commission
9	NB	1	16.	Get Engaged	P Xiomara Alvarez	9/1/23	8/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02639, **Version:** 1

Appointment of Logan Woodyard as member, Urban Forestry Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Logan Woodyard</i>		
Board/Commission Name: <i>Urban Forestry Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: 98122	Contact Phone No.: [REDACTED]
Background: <i>Logan is a Natural Resource Analyst with Green Diamond Resource Company. She holds a genuine passion for forestry and agricultural sustainability, always considering the long-term well-being of future generations. Logan is eager to utilize her natural curiosity and commitment to advocate for the enhancement of Seattle's forests and the communities they serve.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle	

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

LOGAN WOODYARD

PROFILE

- **4+ years in economic modeling and forecasting** coupled with extensive data management.
- Demonstrated ability in **forest growth and yield modeling** using dynamic models; **optimizing harvest schedules** across one or more harvest cycles; analyzing and reporting **forest inventory data** using FVS.
- Industry knowledge of **timber markets**; regulatory and voluntary **carbon markets** and registry standards; **IFM carbon projects and protocols**; carbon accounting; **forest stand dynamics** and ecology.
- Eager to deepen my roots in the ever-changing forest products industry as a descendent of Appalachian loggers, mill owners, and operators.
- **TECHNICAL SKILLS:** Remsoft Woodstock, FIA database, FVS, R-Studio, ArcGIS/ArcMap, SAS Enterprise Guide, SAS Forecasting Studio, SQL datamarts and applications, Microsoft Office Suite.

EDUCATION

University of Maine Orono, ME | June 2022
Masters of Science in Forest Resources GPA: 3.8
Thesis: Quantifying Carbon Sequestration and Economic Potential of Natural Climate Solutions from Maine's Working Forests

The Ohio State University Columbus, OH | May 2020
Bachelor of Science in Agribusiness and Applied Economics GPA: 3.6
Honors: AEDE Distinguished Senior Award, Delma Roush Full-Ride Scholarship Recipient
Scholars: Mount Leadership Society Distinctive Scholar, 2018

SKILLS

- Quantitative & Analytical Skills
- Prioritization & Time Management
- Willingness to Learn
- Flexibility & Self-Determination
- Advocacy & Teamwork
- Public Speaking
- Integrity & Innovation
- Written & Verbal Communication

PROFESSIONAL EXPERIENCE

Natural Resource Analyst 2022 - present
Green Diamond Resource Company Seattle, WA

- Developed multi-objective acquisition models to estimate net present values, opportunity costs, and timber and carbon revenue streams using FVS, FIA data mart, R studio, and Woodstock.
- Conduct discounted cash flow analysis of encumbrances and potential acquisitions.
- Assist in the creation, monitoring and verification of forested inventory of voluntary and regulatory carbon projects in 4 states.

Policy and Economics Intern May-August 2021
Governor's Office of Policy and Innovation Augusta, ME

- Drafted policy recommendations based on scientific findings to increase statewide forest carbon sequestration for the Maine Forest Carbon Task Force in line with Maine's state climate action plan.501
- Designed and implemented data collection, management and tracking techniques to streamline information sharing across the Maine Climate Council Working Groups.

Econometrics and Forecasting Intern May 2018-August 2020
Ohio Department of Medicaid Columbus, OH

- Aided in the development of the SFY 2020-2021 and 2021-2022 Ohio Medicaid budget by analyzing program expenditures, enrollment qualifications, and fluctuations in caseload.
- Assisted in creating quarterly and annual budget projections using time-series forecasting techniques.
- Researched fluctuations in enrollment patterns across differing demographics for nearly 3 million Medicaid enrollees to inform legal counsel, policy makers, and senior leadership.

Urban Forestry Commission

7/11/2023

13 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 3-year terms:

- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1	Wildlife Biologist	Vacant	4/1/23	3/31/26		Council
6	F	6	2	Urban Ecologist	Alicia Kellogg	4/1/23	3/31/26	1	Mayor
1	NB	3	3	Natural Resource Agency or University Representative	Falisha Kurji	4/1/22	3/31/25	1	Council
6	F	4	4	Hydrologist or Similar Professional	Becca Neumann	4/1/21	3/31/24	1	Mayor
6	M	4	5	Arborist	Stuart Niven	4/1/21	3/31/24	2	Council
1	M	5	6	Landscape Architect	Hao Liang	4/1/21	3/31/24	1	Mayor
6	M	3	7	NGO Representative	Joshua Morris	4/1/22	3/31/25	2	Council
2	M	7	8	Development Community or Utility Representative	David Baker	4/1/22	3/31/25	1	Mayor
			9	Economist, Financial Analyst, Realtor, or Similar Professional	Vacant	4/1/23	3/31/26		Commission
6	F	3	10	Get Engaged Member	Logan Woodyard	9/1/23	8/31/24	1	Mayor
9	F	4	11	Environmental Justice Rep.	Jessica Hernandez	4/1/21	3/31/24	1	Council
6	F	7	12	Public Health Rep.	Jessica Jones	4/1/21	3/31/24	2	Mayor
9	F	2	13	Community/Neighborhood Rep.	Lia Hall	4/1/21	3/31/24	1	Council

SELF-IDENTIFIED DIVERSITY CHART

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

File #: Appt 02640, **Version:** 1

Appointment of Cade Wiger as member, Community Involvement Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Cade Wiger</i>		
Board/Commission Name: <i>Community Involvement Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>High Point</i>	Zip Code: <i>98106</i>	Contact Phone No.: [REDACTED]
Background: <i>Cade works in community corrections for King County and spends one day a week as a shelter & family advocate at Mary's Place. He values inclusivity and has a passion for people! Cade will put his efforts to ensuring all voices are heard in city government through the Community Involvement Commission. Cade is from Southwest Washington, has degrees in sociology, human rights and forensic psychology and resides in the High Park neighborhood.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Cade Wiger

EDUCATION

Arizona State University, Phoenix, AZ
M.S., Forensic Psychology

December 2022

University of Washington, Seattle, WA.
B.A., Sociology with Honors, Minor in Human Rights
Honors: Annual Dean's List

June 2019

RELEVANT WORK EXPERIENCE

King County, Seattle, WA

December 2022-present

Community Corrections Caseworker

Conduct comprehensive, relevant assessments to determine level of programming; assess criminal history, internal and external information sources, and motivation for change, as well as mental health and substance abuse needs. Conduct daily management of individuals involved with the criminal justice system who are released into community including maintaining case files and contracts with client, attorneys, courts, victims, and agencies. Evaluate program participants to determine treatment needs, develop treatment plans, and ensure compliance. Provide counseling, confronting behavior, and counseling of clients. Maintain knowledge of community resources, social service/mental health providers, and coordinate treatment for clients.

Federal Bureau of Investigation, Seattle, WA.

March 2021-December 2022

Operational Support Technician

Supported Federal agents and intelligence personnel on the Crimes Against Children and Human Trafficking Squad. Used social media exploitation tools to identify victims of human trafficking and sex traffickers. Coordinated National Missing Children's Day efforts at FBI Seattle. Engaged with community partners and stakeholders in the area of child safety and human trafficking. Assigned intelligence projects to assist in larger cases utilizing complex databases. Participated in sting operations and warrant executions. Maintained a high-degree of confidentiality and discretion.

YouthCare, Seattle, WA

November 2020-February 2021

Community Engagement & Volunteer Specialist

Responsible for recruiting, training and coordinating volunteers across the agency. Collaborated with internal teams such as Operations and HR to complete background checks. Identify needs across programs and shelters and creatively develop solutions. Engaged with stakeholders, businesses, community organizations and other entities who participate in the agency efforts to advance our mission. Supported in-kind donations and steward financial gifts from donors. Designed and implement trainings for volunteers, including sexual harassment, safety, appropriate boundaries and more.

YouthCare, Seattle, WA

March 2020-November 2020

Transition Case Manager

Provide case management services to young people exiting Department of Children, Youth and Families, Juvenile Rehabilitation (DCYF JR) facilities at risk of homelessness or housing instability upon release. Work to improve housing stability and future involvement of adolescents in the juvenile justice system through outreach and engagement, safety planning, harm reduction strategies, emotional support, legal advocacy, information and referrals and guidance in navigating complex systems and institutions. Currently due to COVID-19, working simultaneously at the University District Youth Center, an engagement center for youth experiencing homelessness. Raise awareness of the root causes of homelessness and systemic barriers individuals face to access services and find housing.

Ryther Child Care Center, Seattle, WA

June 2019-March 2020

Behavior Specialist I

Planned and directed daily program activities, with direct and constant supervision to residents. Utilized verbal de-escalation skills during crisis intervention and behavior management techniques. Interacted with families, the public and multidisciplinary teams to fit the needs of each resident. Aided clients in reaching goals from individual treatment plans and behavior management plans through therapeutic interventions. Role modeled appropriate behaviors, emotions and communication skills and helped residents identify coping strategies and triggers. Coached caregivers around effective responses, caregiver affect management, and collaborative problem solving and attunement to their children.

Disability Resource Center for Students, Seattle, WA

Sept. 2017 – June 2019

Classroom Access Assistant

Provided specific disability-related accommodations for students during testing per their professor's testing agreement and knowledge of how to provide disability-related accommodation. Prepared, administered, and collected tests for students and professors. Maintained confidentiality around students' disabilities, medical records, and test material. Performed administrative responsibilities such as filing, outing mail, answering phones/emails, etc.

LEADERSHIP EXPERIENCE

Federal Bureau of Investigation, Seattle, WA

February 2022-December 2022

Acting Supervisor

Designated supervisor when any of the supervisors in the Administrative branch was out of the office. Presented to Executive Leadership and represented Supervised up to 18 employees at a given time and a 24 hour Operations Center. Managed employee leave and addressed interpersonal conflict between employees. Onboarded and out-processed employees.

Philanthropy Lab Ambassadors Conference, Dallas, TX

June 20-23rd 2019

University Ambassador

Selected by peers to represent class and local nonprofit, Schools for Salone in Dallas, TX at the Ambassador's Conference to compete for \$150,000 in grants hosted by the Once Upon A Time Foundation's Philanthropy Lab. Through case presentations and board reviews, secured one of three \$25,000 grants for the nonprofit.

Student Philanthropy Education Program, Seattle, WA

May 2018-June 2019

Director of Outreach and Social Media

Lead outreach to campus departments and community regarding upcoming events, the impact of philanthropy on campus and ways for students to get involved with volunteering on campus. Co-lead campus event promoting the first annual Husky Giving Day; a 24-hour giving initiative across the tri-campus. Raised awareness around philanthropy on-campus through personal interactions and through social media platforms. Main speaker in Husky Giving Day promotion video used campus wide and student speaker at Class of 1968 50th reunion.

VOLUNTEERING

Marathon Pacer, Seattle Greenlake Running Group

Court Appointed Special Advocate, Family Law Casa of King County

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 7 City Council-appointed
- 7 Mayor-appointed
- 2 Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 7/20/23

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		1	1.	City Council District 1 Member	VACANT	6/1/22	5/31/24	1	City Council
		2	2.	City Council District 2 Member	VACANT	6/1/23	5/31/25	1	City Council
		3	3.	City Council District 3 Member	VACANT	6/1/22	5/31/24	1	City Council
2	F	4	4.	City Council District 4 Member	Martha Lucas	6/1/23	5/31/25	1	City Council
2	M	5	5.	City Council District 5 Member	William (Bill) Southern	6/1/22	5/31/24	2	City Council
1	M	6	6.	City Council District 6 Member	Dong Soo Michael Seo	6/1/23	5/31/25	1	City Council
		7	7.	City Council District 7 Member	VACANT	6/1/22	5/31/24	1	City Council
2/9	F	6	8.	At-Large Member	Julia Jannon-Shields	6/1/23	5/31/25	1	Mayor
			9.	At-Large Member	VACANT	6/1/22	5/31/24	1	Mayor
			10.	At-Large Member	VACANT	6/1/23	5/31/25	1	Mayor
2	F	6	11.	At-Large Member	Ahoua Koné	6/1/22	5/31/24	1	Mayor
1	F	6	12.	At-Large Member	Saba Rahman	6/1/23	5/31/25	1	Mayor
			13.	At-Large Member	VACANT	6/1/22	5/31/24	1	Mayor
6	M	5	14.	Get Engaged Member	Cade Wiger	9/1/23	8/31/24	1	Mayor
2	M	7	15.	Commission-Selected Member	Marcus White	6/1/23	5/31/25	1	Commission
			16.	Commission-Selected Member	VACANT	6/1/22	5/31/24	2	Commission

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	3			1	2*				1			1*
Council	2	1			1	2							
Other	1	0				1							
Total	4	4			2	5				1			1

*One Commissioner identifies as both (2) and (9) so totals will be different

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02641, **Version:** 1

Appointment of Tyler Hall as member, Pioneer Square Preservation Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Tyler Hall</i>		
Board/Commission Name: <i>Pioneer Square Preservation Board</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Burien</i>	Zip Code: <i>98166</i>	Contact Phone No.: [REDACTED]
Background: <i>Tyler is an asset manager with Unico, living in Burien with his wife and two young children. His fond memories of a childhood in Seattle have cultivated a deep love and appreciation for the neighborhoods that makes the city so special, also providing a perspective to aid in protecting the history of those communities in the midst of transformation. With a background focused on investment management, he seeks to better connect the real estate industry with key stakeholders in the Pioneer Square community to foster a partnership that can address the needs of Seattleites to ensure the neighborhood remains relevant for another 100 years.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle	

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

TYLER HALL

PERSONAL STATEMENT

Investment management professional seeking opportunities for growth in high agency and mission-driven role, thriving in creative, fast-paced, entrepreneurial environment.

PROFESSIONAL EXPERIENCE

Unico Investment Group *Asset Manager* – Seattle, WA Dec 2017 – Present

- Collaborate with portfolio managers to adapt and execute business plans on value-add investment profiles, including financing, recapitalization, and disposition strategies
- Regularly prepare ad hoc analysis for internal and external parties to drive decision making process, often communicating recommendations verbally with accompanying memo
- Coordinate budgeting, reporting, and valuation procedures for ~10-15 asset portfolio across multiple markets and investment vehicles, catering to needs of varying investors profiles
- Underwrite recapitalization opportunities and revisit owned assets' investment thesis following changes in market conditions, investor-specific preferences, etc.
- Own training and onboarding of asset management analyst pool, providing guidance throughout early development and ongoing support
- Volunteer in Unico-sponsored community service opportunities, including 2022 On Par Mentorship Program
- Lead \$160 million in transactional activity to date, playing supporting role in additional \$1.4 B in activity, in dispositions, refinancings, and recapitalization

Russell Investments Americas *Institutional Consulting Analyst* – Seattle, WA Aug 2016 – Dec 2017

- Regularly assisted consultants in the implementation of investment strategy, asset allocation, manager selection, and performance monitoring
- Frequently contributed to consultant-led, client-directed research and analysis
- Prepared detailed analysis addressing institutional real estate portfolio structure and the role of private and public real estate allocations

EDUCATION

B.B.A. in Finance May 2016
University of Portland – Portland, OR
Graduated Magna Cum Laude – 3.92 GPA

ACADEMIC EXPERIENCE

University of Portland *Active Management Research* – Portland, OR Jan 2016 – May 2016

- Analyzed the performance of active management relative to a variety of characteristics
- Developed understanding of Bloomberg's capabilities and refined Excel skills

University of Portland Investment Association *President* – Portland, OR June 2015 – May 2016

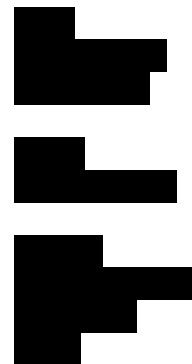
- Organized curriculum for association and coordinated events with guest speakers
- Promoted financial literacy and assisted with the design of university-wide program

CFA Institute Research Challenge *Analyst* – Portland, OR Jan 2015 – Mar 2015

- Collaborated with small team preparing detailed valuation of Craft Brew Alliance
- Presented analysis to CFA panel, awarded 2nd place in regional competition

ACHIEVEMENTS

- Summit Award at Unico (2020)
- CFA Society of Portland Scholarship recipient (2016)
- Pamplin Award for Excellence in Finance at University of Portland (2016)



References available upon request

Pioneer Square Preservation Board

Ten Members: Pursuant to 110058, **all** members subject to City Council confirmation, **3**-year terms:

- **#** City Council-appointed
- **10** Mayor-appointed
- **#** Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	F	2	1.	Property Owner	Kianoush Curran	3/2/20	3/1/23	2	Mayor
6	F	7	2.	Historian	Maureen R. Elenga	3/2/22	3/1/25	2	Mayor
6	M		3.	Property Owner	Henry Watson	3/2/22	3/1/25	1	Mayor
6	M	N/A	4.	Get Engaged	Tyler Hall	9/1/23	8/31/24	1	Mayor
5	NB	2	5.	At Large	Lauren Kush	3/2/22	3/1/25	2	Mayor
3	M		6.	Architect	Jose Lorenzo-Tores	3/2/21	3/1/24	1	Mayor
2	M	N/A	7.	Human Services	Steven D. Sparks	3/2/22	3/1/25	1	Mayor
6	F	2	8.	Attorney	Lindsey Pflugrath	3/2/20	3/1/23	1	Mayor
6	M	2	9.	Retail	Karl Mueller	3/2/22	3/1/25	1	Mayor
1	F	N/A	10.	Architect	Sohyun Kim	3/2/22	3/1/25	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02642, **Version:** 1

Appointment of Athena Scott as member, Seattle Arts Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Athena Scott</i>		
Board/Commission Name: <i>Seattle Arts Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Ravenna</i>	Zip Code: <i>98115</i>	Contact Phone No.: [REDACTED]
Background: <i>Athena is a copywriter with a robust creative writing practice living in the Ravenna neighborhood. She is passionate about DIY art organizing and hopes to facilitate new connections between the city and its diverse community of artists. She has written for and edited a number of zines and small press publications, and her writing has appeared in Wallpaper* and The Berkeley Fiction Review, among others.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

ATHENA SCOTT

copywriting + narrative development

CONTACT

Seattle, WA



EDUCATION

2012-2016

**University Of California,
Berkeley**

B.A. Architecture History

SKILLS

Writing

*Editing, Proofreading,
SEO, Branding, Emails, Digital Ads,
Website UX, Case studies, eBooks,
LinkedIn Ads*

Design

Adobe Creative Suite, Figma

Collaboration

*Notion, Trello, monday.com,
Microsoft Suite*

ACTIVITIES

Newsletter

amsun.substack.com

Board Member + Director

*Berkeley Student Food Collective
2014-2016*

Copywriter with 6 years of professional experience. I specialize in writing about design, architecture and sustainable living. I work well both independently and collaboratively, and I pride myself on my willingness to take on new challenges, respond to feedback productively, and pursue excellence in every project.

EXPERIENCE

January 2021 - Present

B2B Copywriter | Wunderman Thompson

Client: T-Mobile for Business/ Government/ Education

- Produce short- and long-form **B2B marketing copy** in a fast-paced agency environment, balancing multiple project timelines.
- Independently research trends and develop **content strategy** for targeted audiences in a range of industries across multiple sectors.
- Present work and **incorporate feedback** in meetings with stakeholders, both internally and with client.

January 2019 - Present

Copywriter | Freelance

- Produce marketing copy across a wide range of channels for clients across industries, including architecture, design, and lifestyle.

November 2020 - September 2021

Copywriter | Eco Collective

Eco Collective is a sustainable beauty startup in Seattle, WA

- Developed **brand voice** across websites, product packaging, newsletters, blog posts, and social media.
- Conceptualized and planned **marketing calendar** for social media, content, and email marketing campaigns. **Produced written content** and tracked progress with team members.

October 2017 - January 2020

Producer | Blank Product Architecture PR

Blank Product is a boutique PR firm specializing in high-end residential architecture clients.

- **Pitched + placed architecture projects** in print and online publications including *The New York Times*, *Dwell*, and *Wallpaper**
- Produced **written project materials**, including project descriptions, website copy, and interview responses.
- Collaborated with designers + photographers to create a **cohesive narrative strategy** across written and visual materials, including project photography and online portfolio design.
- Drove **client communications** and strategy for 4 architecture firms across the SF Bay Area and the Southwest

Seattle Arts Commission Roster

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

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Commission-appointed
- 1 Get-Engaged

(Roster as of 06/20/2023)

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	1	1.	At-Large	Yeggy Michael	01/01/22	12/31/23	2 nd	City Council
			2.	At-Large	VACANT	01/01/22	12/31/23		City Council
3	F	1	3.	At-Large	Vanessa Villalobos	01/01/23	12/31/24	2 nd	City Council
			4.	At-Large	VACANT	01/01/23	12/31/24		City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/22	12/31/23	1 st	City Council
			6.	At-Large	VACANT	01/01/22	12/31/23		City Council
1	O	2	7.	At-Large	Vee Hua	01/01/23	12/31/24	2 nd	City Council
1	F	N/A	8.	At-Large	Sophia Fang	01/01/22	12/31/23	1 st	Commission
3	F	5	9.	At-Large	Leslie Anne Anderson	01/01/22	12/31/23	1 st	Mayor
			10.	At-Large	VACANT	01/01/23	12/31/24		Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/22	12/31/23	2 nd	Mayor
2	M	1	12.	At-Large	James Miles	01/01/23	12/31/24	3 rd	Mayor
6	F	2	13.	At-Large	Holly Jacobson	01/01/22	12/31/23	2 nd	Mayor
			14.	At-Large	VACANT	01/01/23	12/31/24		Mayor
			15.	At-Large	VACANT	01/01/23	12/31/24		Mayor
9	F	4	16.	Get-Engaged	Athena Scott	09/01/23	08/31/24	1 st	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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



Legislation Text

File #: Appt 02643, **Version:** 1

Appointment of Rachel Lockerbie as member, Seattle Human Rights Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Rachel Lockerbie</i>		
Board/Commission Name: <i>Seattle Human Rights Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Wedgwood/View Ridge</i>	Zip Code: <i>98115</i>	Contact Phone No.:
Background: <i>Rachel is currently enrolled in the Master of Social Work (Administration & Policy Practice) program at the University of Washington. She intends to integrate her experiences in clinical work as a therapist with her efforts in community organizing, policy advocacy, and service on the Human Rights Commission to best support the implementation of justice-focused policies throughout Seattle.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle	

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

RESUME

Education

University of Washington, Seattle

Master of Social Work, Administration and Policy Practice
Expected 2024

University of the Incarnate Word

Bachelor of Music Therapy, Summa Cum Laude
Minor in Music History
December 2019

Work History

Partners for our Children, Seattle (Internship)

Intern (September 2023-June 2023)

I have recently accepted a policy and research internship with Partners for our Children in their research and policy department that will begin this fall.

350 Seattle (Internship)

Intern (September 2022-Present)

Pre-Session: Onboarding, training, and communications with volunteers in the climate justice/climate organizing space.

During Legislative Session: Facilitating weekly volunteer meetings, partnering with community organizers, writing weekly action alerts and policy memos, assisting with social media teams, and tracking legislative policies related to climate justice, housing, economic well-being, police accountability, and others.

Music Center of the Northwest, Seattle

Music Therapy Administrator & Program Manager, Board-Certified Music Therapist
(April 2021-December, 2022)

As Music Therapy Administrator & Program Manager: Non-profit administrative head with responsibilities including: connecting families to an appropriate music therapist, insurance reimbursement, tuition assistance and scholarships, grants, DDA billing, building community partners, and providing educational talks, experiences, and presentations to various organizations (UW Memory and Brain Wellness Center, Seattle PTSA, Northwest Center, Seattle Public Library, Arc of King County, Arc of Snohomish County, FundaMental Fest Seattle). As Music Therapist: Conducting in-person and telehealth sessions for clients of all ages and diagnoses, including: Dementia, Autism, Anxiety, Depression, and Cerebral Palsy. Also focusing on providing free services to upwards of 75 seniors in the North Seattle area.

Continuum of Colorado

Music Therapist, Board Certified (March 2020 – April 2021: Colorado Springs, Colorado)
Conducting in-person and telehealth sessions through a Medicaid waiver for children, teens, and adults in the following populations: Autism, Cerebral Palsy, Global Developmental Delay, Addison’s Disease, Anxiety Disorder, Speech Delay, Turner Syndrome, Expressive Language Delay, and Epilepsy.
Documentation, session planning, and reporting to Medicaid.

Picardy, LLC

Senior Quality Assurance Lead & Content Development (August 2018 – August 2021)
Completing quality assurance tasks and creating content for Picardy, a music theory and ear training website used by students and teachers alike, especially in the university setting.

Special Skills

Non-profit administrative and research (Census and other data entry) experience. Experience in navigating WA State legislative processes including the WA Legislative website, bill tracking, policy memos, meetings with lawmakers and partner organizations, and advocacy. Proficient in Microsoft Office, Google Workspace/G Suite, Slack, Zoom, and others. Working proficiency in Spanish and ASL. MT-BC. First Aid/CPR/AED certified.

References

Grace Hope, 350 WA
[REDACTED]

Catherine Pagano, MSW
[REDACTED]

Jennifer Brower, University of Washington
[REDACTED]

Lara Okoloko, MSW, LICSW
[REDACTED]

Seattle Human Rights Commission

July 2023

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Vacant	7/23/21	7/22/23	1	City Council
			2.	Member	Vacant	7/23/21	7/22/23	1	Mayor
			3.	Member	Vacant	7/23/21	7/22/23	1	City Council
			4.	Member	Vacant	7/23/21	7/22/23	1	Mayor
			5.	Member	Vacant	7/23/21	7/22/23	1	City Council
			6.	Member	Vacant	1/23/22	1/22/24	1	Mayor
			7.	Member	Vacant	1/23/22	1/22/24	1	City Council
			8.	Member	Vacant	1/23/22	1/22/24	1	Commission
	F		9.	Member	Andrea Dailey-Michaux	7/23/22	7/22/24	1	Mayor
			10.	Member	Vacant	7/23/22	7/22/24	1	City Council
			11.	Member	Vacant	7/23/22	7/22/24	1	Mayor
			12.	Member	Vacant	7/23/22	7/22/24	1	City Council
			13.	Member	Vacant	1/23/22	1/22/24	1	Mayor
			14.	Member	Vacant	1/23/22	1/22/24	1	City Council
			15.	Member	Vacant	1/23/22	1/22/24	1	Mayor
6	F	4	16.	Get Engaged	Rachel Lockerbie	9/1/23	8/31/24	1	Mayor
			17.	Member	Vacant	7/23/22	7/22/24	1	City Council
	F		18.	Member	Tricia Diamond	1/23/22	1/22/24	1	Mayor
			19.	Member	Vacant	7/23/22	7/22/24	1	Commission
			20.	Member	Vacant	1/23/22	1/22/24	1	Commission
			21.	Member	Vacant	7/23/22	7/22/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)				
	Male	Female	Transgender	NB/ O/U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		3								1			
Council		0											
Comm		0											
Total		3								1			

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

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

Residential Council District number 1 through 7 or N/A -Diversity info is self-identified and **RD voluntary.



Legislation Text

File #: Appt 02644, **Version:** 1

Appointment of Amelia Ossorio as member, Seattle Immigrant and Refugee Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Amelia Ossorio</i>		
Board/Commission Name: <i>Seattle Immigrant and Refugee Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Lake Kathleen (Renton)</i>	Zip Code: <i>98059</i>	Contact Phone No.:
Background: <i>Amelia Ossorio is an artist and junior at the University of Washington. She studies Persian in the Middle Eastern Languages and Cultures department at UW, and is a proud recipient of the FLAS language fellowship from the school's South Asia Center. Amelia is involved with several non-profit organizations in Seattle that align with her goals of immigrant-empowerment, which she plans to continue in her work after she graduates in 2025. She has contributed her art to the Seattle African Community Housing and Development organization, where she took notes during monthly meetings for parents in the Highline School District discussing various concerns to report to the school district with a focus on the needs of African and Muslim K-12 students. She also volunteers her time to teach art classes for Peyvand, an organization led by the Iranian American community of Seattle. Amelia's most recent project for Peyvand was illustrating the designs for the King County Library System's celebration of Nowruz, the Iranian new year, in collaboration with Peyvand. On the Seattle Immigrant and Refugee Commission, Amelia hopes to broaden her experience in advocacy and community outreach with a multicultural and arts focus.</i>		
Authorizing Signature (original signature): Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Amelia Ossorio

Undergraduate Near East Studies and Art History student at UW Seattle



Work Experience

Renton Municipal Arts Commission, Renton — *Student Commissioner*

JULY 2020 - PRESENT

Government position overlooking the funding and installation of public art and related projects around the city of Renton, Washington.

Peyvand Non-Profit Organization, Seattle — *Student Volunteer*

SEPTEMBER 2022 - PRESENT

Teaches art classes, contributes to social media content and utilizes Persian language skills to volunteer for the Iranian American community of the greater Seattle area.

African Community Housing and Development, SeaTac — *Graphic Organizer*

OCTOBER 2022 - FEBRUARY 2023

Takes notes during monthly meetings for parents in the Highline School District discussing various concerns to report to the school district with a focus on the needs of African immigrant and Muslim families in Seattle.

University of Washington Center for Global Studies, Seattle — *Outreach and Communications*

FEBRUARY 2023 - PRESENT

Assistant to the Managing Director of the UW Center for Global Studies. Creates promotional material, email lists, newsletters, content writing, web development, and portrait photography.

The Daily of the University of Washington, Seattle — *Illustrator*

MARCH 2023 - PRESENT

Illustrates cover designs for the University of Washington's official newspaper and its articles both in newsprint and online.

Education

University of Washington, Seattle — *Bachelor's Degree*

JUNE 2021 - JUNE 2025

Majoring in Near East Studies with a concentration in the Persian language, Art History Minor. Awarded the \$15,000 FLAS fellowship from the UW Jackson School of International Studies' South Asia Center, which acknowledges a student's dedication to foreign language and cultural studies.

Public Artworks

Solo Art Installation, Downtown Renton — *We Are Renton*

NOVEMBER 2021

Selected by the City of Renton to create a public artwork celebrating the languages spoken within the local school district on 2nd and Wells St downtown.

Mural, Bellevue College — *Knowledge is Power*

SEPTEMBER 2022

Created an original design highlighting international students selected by Bellevue College to be turned into a mural on campus.

Languages

Spanish — Intermediate

Persian — Intermediate

Skills

Adobe Creative Cloud Apps

Microsoft Office

Web Design and SEO Marketing

Social Media Content Creation

Mailchimp

Art and photography, videography

Immigrant and Refugee Commission

15 Members: Pursuant to *Ordinances 12822 and 120345 and SMC 3.14.545*, [all] members subject to City Council confirmation, [14 [have 2-year terms, (1) Get Engaged Member has 1 year term:

- 7 City Council-appointed
- 8 Mayor-appointed
- 0 Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	F	NA	1.	Member	Gul Siddiqi	2/1/23	1/31/25	1	Council
			2.	Member	Vacant (Ahmad Hilal Abid)	2/1/23	1/31/25	1	Council
			3.	Member	Vacant (Anand Rao)	2/1/23	1/31/25	1	Mayor
			4.	Member	Vacant (Afra Mahmood)	2/1/23	1/31/25	1	Mayor
			5.	Member	Vacant	8/1/2022	7/31/24	1	Council
2	F	NA	6.	Member	Ilays A. Aden	8/1/2022	7/31/24	2	Mayor
			7.	Member	Vacant	8/1/2022	7/31/24	1	Mayor
			8.	Member	Vacant	2/1/2022	1/31/24	1	Council
3	F	5	9.	Member	Maria Jimenez-Zepeda	2/1/2022	1/31/24	3	Council
			10.	Member	Vacant	2/1/23	1/31/25	1	Mayor
2	M	2	11.	Member	Emmanuel G. V. Dolo	2/1/2022	1/31/24	2	Mayor
9	F	3	12.	Member	Heather Yang Hwalek	2/1/23	1/31/25	1	Council
3	F	4	13.	Member	Amanda Sandoval	8/1/2022	7/31/24	2	Mayor
			14.	Member	Vacant	2/1/2022	1/31/24	1	Council
9	F	NA	15.	Get Engaged Member	Amelia Ossorio	9/1/23	8/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

PENDING CONFIRMATION OR RE-APPOINTMENT

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02645, **Version:** 1

Appointment of Ashley E. Ford as member, Seattle LGBTQ Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Ashley E. Ford</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Lake City</i>	Zip Code: <i>98125</i>	Contact Phone No.: [REDACTED]
Background: <i>Ashley (she/they) is currently working as the Development Director at Coyote Central. They co-chair the board for the Young Nonprofit Professionals Network (YNPN) of Seattle and play the flute in the Rainbow City Concert Band. Originally from Knightdale, NC, they reside in the Lake City neighborhood of Seattle with their partner and two cats. They are excited to use their leadership skills in a new capacity to support LGBTQ+ people in the Seattle area at this critical time for queer people around our country.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

ASHLEY E. FORD *she/they*

Professional Resume

PERSONAL BACKGROUND

I am a driven, equity-focused nonprofit leader living in Seattle, WA. I have a passion for building community through meaningful relationships and thrive in fast-paced, collaborative, and creative environments.

AREAS OF EXPERTISE

- Community Engagement
- Relationship Management
- Community Centric Fundraising
- Inclusive Problem Solving
- Leadership & Team-building
- Process Improvement
- Nonprofit Governance
- Event/Conference Planning

TECHNICAL SKILLS

Microsoft Office Suite (15 years)
Google Suite (11 years)
Virtual Working (8 Years)
Database Management (7 years)
Canva (7 years)
Mass Email Marketing (5 years)
Social Media (5 years)

CONTACT INFORMATION



CAREER SUMMARY

Engagement Officer **July 2022-present**
United Way of King County

- Manages workplace giving and employee engagement for 40+ local companies, including Costco, PACCAR, and Amazon.
- Oversees Engagement Coordinator program of 5-8 seasonal employees
- Supports organizational racial equity and justice work by educating donors and volunteers on BIPOC-led approaches.
- Collaborates closely with Community Services Team, Brand Team, and Individual Giving staff at all levels.
- Represents United Way of King County in the community and with companies via frequent public speaking, presentations, and networking activities.

Individual Giving Coordinator **July 2021-July 2022**
Cascade Public Media (KCTS 9 & Crosscut News)

- Managed portfolio of 3400+ donors at the \$500-\$1,199 level (mid-level), with a focus on moving donors through the donor pipeline and soliciting major gifts.
- Supported larger programmatic and fundraising efforts including managing fundraising campaigns, writing membership communications, and impact reporting to donors and the board.

COVID-19 Research Project Interviewer **January 2021-July 2022**
Fred Hutchinson Cancer Center

- Recruited and interviewed participants for COVID-19 prevalence study.
- Followed complex data collection instruments to collect and record data according to study protocol.

Engagement Campaign Coordinator **Sept. 2020 - Dec. 2020**
United Way of King County

- Provided fundraising strategies, volunteer support, and donor cultivation skills to assist 40+ local companies in running successful workplace campaigns.
- Educated company employees and volunteers on the value of giving to United Way to address health and human services issues, including the effects of racial inequities and the impact of the COVID-19

Shift Supervisor **April 2014 - July 2020**
Starbucks Coffee Company

- Lead teams of 2-10 employees in exceptional execution of daily operations in fast-paced, high-volume environment.
- Delivered legendary customer service by discovering, connecting, and responding to customer needs with a focus on building authentic relationships.

Program & Community Engagement Asst. **Sept. 2019 - Dec. 2019**
Jazz Night School

- Managed marketing calendar by maintaining website, designing flyers and event programs, and administering social media pages.
- Supported execution of donor stewardship strategies for annual gala
- Reconciled 1-year backlog of grant payment processing.

ASHLEY E. FORD *she/they*

Professional Resume

PERSONAL BACKGROUND

I am a driven, equity-focused nonprofit leader living in Seattle, WA. I have a passion for building community through meaningful relationships and thrive in fast-paced, collaborative, and creative environments.

AREAS OF EXPERTISE

- Community Engagement
- Relationship Management
- Community Centric Fundraising
- Inclusive Problem Solving
- Leadership & Team-building
- Process Improvement
- Nonprofit Governance
- Event/Conference Planning

TECHNICAL SKILLS

Microsoft Office Suite (15 years)
Google Suite (11 years)
Virtual Working (8 Years)
Database Management (7 years)
Canva (7 years)
Mass Email Marketing (5 years)
Social Media (5 years)

CONTACT INFORMATION



LEADERSHIP EXPERIENCE

Board Chair July 2021-present

Young Nonprofit Professionals Network (YNPN) of Seattle

- Provides strategic and operational oversight for organization.
- Oversaw implementation of a paid membership model and creation of a speaker compensation policy.

Philanthropy Chair Feb. 2021-present

Mu Beta Psi, National Honorary Musical Fraternity Alumni Association

- Researches and collaborates with treasurer to design and execute giving initiatives.
- Oversees fundraising and execution of Music Makers grant program.

Board Member - National Liaison July 2019 - July 2021

Young Nonprofit Professionals Network (YNPN) of Seattle

- Designated representative to National board.
- Ensured local level understanding of national business needs.

National Communications Officer March 2019 - March 2020

Mu Beta Psi, National Honorary Musical Fraternity

- Created annual edition of organization's national publication, The Clef.
- Managed social media channels (Facebook, Instagram, Twitter, LinkedIn)

National President March 2017-March 2019

Mu Beta Psi, National Honorary Musical Fraternity

- Presided over national organization with 7 chapters across 5 states.
- Launched initiative to modernize and replace existing Hazing, Sexual Harassment, and Substance Abuse policies.
- Oversaw transition to gender-neutral language on all governing documents

EDUCATION

In progress - Est. 3/2024
Certified Fundraising Executive (CFRE)

CITI Program
Certification in Human Subjects Research - Social Behavioral Research

Veritus Group
Discovering your Donor's Passions and Interests

NC State University
B.S. Science, Technology, & Society - Public Health
Music Minor (Flute)

OTHER COMMUNITY INVOLVEMENT

Musician (Flute/Piccolo) Feb. 2023 - present

Rainbow City Performing Arts

ASHLEY E. FORD *she/they*

Professional Resume

Dear YMCA Get Engaged Hiring Panel,

I'm writing to express my interest to participate in the YMCA Get Engaged program. As a young person who is passionate about community service and making a difference in my city, I believe that this program would be an excellent opportunity for me to get more involved, have a voice, and get experience in the critical decision-making processes impacting the people of Seattle

Throughout my career, I have demonstrated the highest levels of service and commitment to the mission of the organizations I have worked for. At Cascade Public Media (KCTS 9 & Crosscut) I managed a \$2.5 million portfolio of mid-level donors that has grown by 55% in over one year while also creating and segmenting donor communications and executing regular fundraising campaigns. At Fred Hutch, I successfully recruited, interviewed, and recorded data for hundreds of study participants, providing essential health data and statistics for ground-breaking COVID-19 research, while at Jazz Night School, I directly engaged donors, retained financial information, and provided marketable giving strategies for the annual giving event: Swingin' in the Rain.

As an Engagement Officer at United Way of King County, I have experience managing workplace giving and employee engagement for local companies. One of my primary responsibilities in this role is supporting organizational racial equity and justice work by educating donors and volunteers on BIPOC-led approaches. I am committed to promoting racial equity and believe that my experience in this area would be an asset to any board or commission. I founded the first LGBTQIA2S+ Employees Group at United Way of King County and have worked with necessary stakeholders to implement training and procedural changes to promote inclusion of queer voices.

Additionally, I am well regarded for my data management and analysis skills. I am proficient in Google Suite, Microsoft Suite, CRM Management (SalesForce, Little Green Light, Dynamics), social media management, and other general data entry. I have a strong organizational background that aligns with my compassionate but accountable leadership style.

If you are looking for an organized, driven leader with a passion for community, you are encouraged to contact me to arrange an interview. I am eager to learn more about how this program can benefit from my contribution and skillset.

Thank you for your time and consideration - I look forward to hearing from you.

Best,
Ashley E. Ford (she/they)



Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission July 2023

Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation,
2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		5	1.	Member	Gerald Seminatore	5/1/23	4/30/25	1	City Council
			2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
			4.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
			6.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
		6	8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
		3	9.	Member	Chelsey Wright	5/1/22	4/30/24	1	City Council
		3	10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
			11.	Member	VACANT	5/1/22	4/30/24	1	City Council
		3	12.	Member	Brett Pepowski	5/1/22	4/30/24	2	Mayor
			13.	Member	Atif Osmani	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/21	10/31/23	1	City Council
1	NB	5	16.	Get Engaged	Ashley Ford	9/1/23	8/31/24	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
		2	19.	Member	Victor Loo	11/1/21	10/31/23	2	Commission
		3	20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
			21.	Member	VACANT	5/1/22	4/30/24	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02646, **Version:** 1

Appointment of Veronica La Mont as member, Seattle Women's Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Veronica La Mont</i>		
Board/Commission Name: <i>Seattle Women's Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Central District</i>	Zip Code: <i>98144</i>	Contact Phone No.: [REDACTED]
Background: <i>Veronica La Mont is a rising 2L at the University of Washington School of Law (UW). She graduated from The Evergreen State College in 2020 with a Bachelor of Arts in Law, Public Policy, and Government. She aims to contribute her knowledge of the legislative process from her work at the Washington State Legislature, her lived experience as a Woman, and her passion for addressing issues that Women face through policy reform to add to the Seattle Women's Commission.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

VERONICA LA MONT

EDUCATION

UNIVERSITY OF WASHINGTON SCHOOL OF LAW | Seattle, WA Expected June 2025

Juris Doctor Candidate | GPA: 3.40

- First Generation Law Student Association: Secretary; Women's Law Caucus; Public Interest Student Association; Law and Business Association.

THE EVERGREEN STATE COLLEGE | Olympia, WA March 2020

Bachelor of Arts, Emphasis in Law, Government, and Public Policy

- Peer counselor for Gateways, created and taught college-level lesson plans for youth involved with the juvenile justice system at the Chehalis Detention Center. Facilitated the creation of coursework that encouraged youth's leadership and connected with youth via 1:1 sessions regarding life goals.
- Authored final thesis—*Rehabilitation in Washington's Juvenile Justice System: How Implementation of Research and Evidence-based Programs can Facilitate Successful Re-entry into Society*.

CALIFORNIA STATE UNIVERSITY, EAST BAY | Hayward, CA August 2019

ABA-Certified Paralegal | GPA: 3.80

EXPERIENCE

WASHINGTON STATE LEGISLATURE | Olympia, WA 2022 Legislative Session

Office of Program Research (OPR) Session Committee Assistant

- Organized, hosted, and moderated Community and Economic Development's (CED) virtual meetings for public and executive sessions.
- Documented and produced public records requests, uploaded testimony, CED votes on bills and proposed amendments, and work session presentations to the Washington State Legislature's website.
- Edited, proofread, compiled, and published bill report packets.

WASHINGTON STATE LEGISLATURE | Olympia, WA 2020 Legislative Session

Legislative Intern

- Expanded legal writing skills by analyzing bills, writing briefs, and creating memos for Representative Gerry Pollet.
- Communicated with lobbyists and constituents through emails and in-person meetings.
- Wrote talking points for committee hearings and floor actions for Representative John Lovick.
- Recognitions: Exemplary Intern by Democratic Party Caucus; Acknowledged by Representative Gerry Pollet for performing an essential role in the passing of HB 2327: "End Pass the Harasser."

ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE | Oakland, CA

Paralegal

June – August 2019

- Assessed 911 calls, surveillance footage, jail interviews, and police body camera footage.
- Utilized the CRIMS systems to complete discovery tasks for the Deputy District Attorneys. Discovery included bates stamping documents, copying CDs, DVDs, and USBs.
- Processed and handled files from inspectors, scanned discovery receipts from the defense, and communicated discovery needs with attorneys for upcoming cases.

RUTH STROUP INSURANCE AGENCY | Oakland, CA

Customer Service Representative

June 2015 – June 2016

- Managed customer appreciation tasks, coordinated promotional events, communicated effectively with clients regarding their policies, and quoted policies to potential clients.

INTERESTS

Martial arts, black belt in Tae Kwon Do; crime novels; bicycling; youth mentor; and cooking.

Seattle Women's Commission

July 2023

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed -plus one Get Engaged.
- 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2			1.	Member	Marcia Wright-Soika	7/02/21	7/01/23	1	Mayor
			2.	Member	Abriel Johnny	7/02/22	7/01/24	2	Mayor
			3.	Member	VACANT	7/02/22	7/01/24	1	Mayor
			4.	Member	VACANT	7/02/20	7/01/22		Mayor
			5.	Member	VACANT	7/02/21	7/01/23		Mayor
			6.	Member	VACANT	7/02/21	7/01/23		Mayor
6			7.	Member	Rebecca Bryant	7/02/22	7/01/24	2	Mayor
3		4	8.	Member	Krystal Guerrero	7/02/22	7/01/24	1	Commission
			9.	Member	VACANT	7/02/21	7/01/23		Mayor
9			10.	Member	Kyla Evans	7/02/22	7/01/24	1	City Council
			11.	Member	VACANT	7/02/21	7/01/23		City Council
			12.	Member	VACANT	7/02/21	7/01/23		City Council
1			13.	Member	Vinati Mamidala	7/01/22	7/02/24	1	City Council
1	F		14.	Member	Sarah Liu	7/02/22	7/01/24	1	City Council
			15.	Member	VACANT	7/02/21	7/01/23		City Council
6			16.	Member	Jema Turk	7/02/21	7/01/23	1	City Council
6			17.	Member	Rachel Morowitz	7/02/22	7/01/24	1	Commission
			18.	Member	VACANT	7/02/20	7/01/22		City Council
1	F		19.	Member	Whitney Nakamura	7/02/22	7/01/24	2	Commission
			20.	Member	VACANT	7/02/21	7/01/23		Commission
6	F	3	21.	Get Engaged	Veronica La Mont	9/01/23	8/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
 - **G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown
 - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.*



Legislation Text

File #: Appt 02647, **Version:** 1

Appointment of Lauren I. Lanham as member, Board of Parks and Recreation Commissioners, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Lauren I. Lanham</i>		
Board/Commission Name: <i>Board of Parks and Recreation Commissioners</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: <i>98102</i>	Contact Phone No.:
Background: <i>Lauren graduated from the University of Dayton with a Bachelors in Pre-Medicine and Sustainability. She is currently working on a Masters of Public Health in Environmental Health Policy through which she has served in leadership organizations that supported local park clean ups and worked with students to provide opportunities to volunteer in the local community. She plans to use her past experience from managing community gardens and pocket parks to serve the Board of Parks and Recreation. In addition to this she hopes to use skills from her last leadership roles to connect residents to their local City of Seattle parks and to provide increasing opportunities through our city community centers to make community engagement activities more accessible. Lauren hopes to learn more about the great parks our city has to offer and learn how she can be a better advocate for her neighborhood and Seattle residents.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

Lauren I. Lanham

Education

- University of Dayton** Dayton, Ohio 2016- 2021
Bachelor of Science in Pre-Medicine /SEE (Sustainability, Energy & the Environment) Minor
- University of Michigan** Ann Arbor, Michigan August 2021
Master's of Public Health
Environmental Health Promotion & Policy

Professional Experience

- Community Partnership on Aging** South Euclid, Ohio January 2022-November 2022
Volunteer Coordinator
- Manage and oversee all volunteers
 - Recruit volunteers
 - Manage volunteer and staff volunteer assignments
- City of South Euclid Service Department** South Euclid, Ohio October 2021-September 2022
Part-time Laborer
- Operated city service vehicles along with city maintenance and landscaping
- City of South Euclid** South Euclid, Ohio August 2020-October 2021
Public Health Assistant
- Oversee South Euclid Community Gardens Program
 - Increase awareness of current public health concerns with South Euclid residents
 - Help with supervision of Notre Dame College Student Intern
- Cleveland Foundation Summer Intern** South Euclid, Ohio May-August 2020
Intern with the City of South Euclid
- Work under the Community Development Coordinator
 - Help run the 9 South Euclid Community Gardens
- University of Dayton Housing and Residence Life** Dayton, Ohio August 2018-March 2020
Desk Assistant
- Assist students with their residential and emergency needs
 - Coordinate various administrative tasks for the office of housing and residence life
- Dr. Chelse Prather Insect Ecology Lab** Dayton, Ohio August 2018-January 2020
Undergraduate Research Associate
- Test pH and conductivity in various soil samples to determine mineral abundance and insect presence
 - Handle and vial various insect species
 - Maintain database of insect presence and health within soil samples
- Soin Medical Center** Dayton, Ohio April 2018-January 2020
Emergency Department Volunteer
- Assist hospital and medical professional staff throughout patient care
 - Maintain hospital spaces after patient discharge
 - Correspond with the children and families of patients when patients were inaccessible

Honors and Awards

- University of Dayton Student Government Association Dependability Award (2018-2019)**
- University of Dayton Nancy Bramlage Award (2020)**
- University of Dayton Dedication and Commitment Award (2020)**
- University of Dayton Student Government Association Distinguished Contributions Award (2020)**

Lauren I. Lanham

Leadership Experience and Activities

University of Michigan Environmental Health Student Association

Vice President 2022-2023 (First Year Representative 2021-2022)

- Organize events catered to Environmental Health students and School of Public Health Students

University of Michigan Public Health Student Assembly

Parliamentarian 2021-2023

University of Dayton Food Recovery Network

President 2019-2020 (Vice President 2018-2019)

- Oversaw our 120 volunteers, organization officers, and recovery schedules
- Facilitated the collection and distribution of leftover food from a 37-acre university campus to Dayton St. Vincent de Paul Homeless Shelter

University of Dayton Residential Housing Association (RHA)

Vice President of Residential Affairs 2019-2020

- Served as the primary student advocate for residential and student life issues at the University of Dayton
- Planned RHA events and partnerships with other student organizations

Peers Advocating for Violence Education (PAVE)

Peer-Educator

- Educated fellow students on sexual assault, sexual violence, gender stereotypes, power conflicts, and applicable on and off campus resources via a one-on-one conversation
- Conducted trainings for various student groups on Green Dot practices and how to lead a more respectful and safe life while in college

University of Dayton Habitat for Humanity (2018-2020)

Worksite Coordinator

- Coordinated the construction of homes and shelters for various underprivileged and overburdened Dayton community members
- Performed on-site tasks such as construction and volunteer management

Sustainability Student Leadership Council (2019-2020)

Co-Founder

- Coordinated connections between all sustainability based organizations on campus
- Increased outreach of these organizations on campus and promote environmental advocacy through various events

National Association of College and University Residence Halls (NACURH)

Volunteer Chair, NACURH 2020 at University of Dayton

- Recruited volunteers for the annual national NACURH conference which draws over 15,000 student leaders from around the country
- Allocated volunteers to the multiple NACURH working divisions

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to Ordinance 126325, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	5	1.	At-Large	Jessica Farmer	4/1/21	3/31/24	2	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	4/1/22	3/31/25	1	Mayor
			3.	At-Large	Vacant	4/1/19	3/31/22		Mayor
3	M	3	4.	At-Large	Pasqual Contreras	4/1/20	3/31/23	1	Mayor
6	F	3	5.	Get Engaged	Lauren I. Lanham	9/1/23	8/31/24	1	Mayor
1	M	7	6.	Commission Seat	Phillip Meng	9/1/23	8/31/26	1	Mayor
			7.	Commission Seat	Vacant	4/1/20	3/31/23		Mayor
			8.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
7	M	1	9.	City Council Dist. 1	Justin Umagat	4/1/21	3/31/24	1	City Council
2	F	2	10.	City Council Dist. 2	Andrea Stuart-Lehalle	4/1/22	3/31/25	1	City Council
	M	3	11.	City Council Dist. 3	Marlon Dylan Herrera	4/1/21	3/31/24	2	City Council
			12.	City Council Dist. 4	Vacant	4/1/20	3/31/23		City Council
			13.	City Council Dist. 5	Vacant	4/1/20	3/31/23		City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02648, **Version:** 1

Appointment of Tavo Moline as member, Seattle Renters' Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Tavo Moline</i>		
Board/Commission Name: <i>Seattle Renters' Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Maple Leaf</i>	Zip Code: <i>98115</i>	Contact Phone No.: [REDACTED]
Background: <i>Tavo recently received their bachelor's degree from the University of Puget Sound, where they studied the intersection between urban political systems and social outcomes. Tavo is enthusiastic about serving his immediate community. During covid lockdown, he worked to grow resilient urban food systems in Tacoma. He will focus on amplifying the voices of underrepresented renters throughout Seattle, advocating for needed and practical housing solutions.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle	

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

Tavo Moline



RELEVANT EXPERIENCE

Meridian Manor // Transforming Age LLC

Wayzata, MN

Server, Caregiver's Assistant

2017 – 2018

- Ensured a positive living experience for the residents by listening intently and advocating for their needs
- Built relationships with the residents and learned to provide for their specific needs
- Provided consistently excellent meal service to residents within the dining room and/or their apartments
- Reported safety concerns, health problems or instances of abuse
- Assisted memory care nurses in meeting resident-specific nutritional and environmental demands
- Prepared food and maintained cleanly kitchen environment
- Organized activities for residents and aided in event setup
- Provided emergency care and maintained emergency care certification

University of Puget Sound

Tacoma, WA

Politics and Government – Administrative Assistant

August 2018- December 2021

- Edited and distributed documents using Adobe, Microsoft, Google, Photoshop, and more. Using office hardware and OCR software, converted all physical documents for over 20 curricula into searchable text files meant to increase learning accessibility
- Collected, Cataloged, and redistributed information of current students and alumni such as GPA, credit allocation, contact information, and graded material.
- Assisted faculty with organization and kept them up to speed on technology critical to pandemic-based pedagogy (Canvas, Outlook, Zoom, and internal library systems)
- Processed on a daily basis the following: department mail, petty cash, expense receipts, office materials, and various event-specific electronic hardware
- Acted as general tech support, maintenance
- Acted as a library proxy for faculty, assisted them with research projects
- Acted as primary administrator and sole student representative of the department's Facebook, Blogger, and Outlook accounts. Sent recurring emails to department majors and minors and retained high student engagement.
- Designed and maintained all department posters throughout campus
- Streamed and recorded department events to improve accessibility and expand the department's online presence
- Organized meetings with faculty, recorded and tracked key department objectives
- Researched the websites of other universities and their departments, presented findings to 3rd party web designers, and aided in revamp of the department's website (2020)

University of Puget Sound

Tacoma, WA

*Community Garden Coordinator - Civic Scholarship Initiative
for Community Projects Fellowship Award*

Summer 2020

- Planned and managed a 1 acre garden between May and August 2020: the 4th hottest summer in history. employed a variety of heat resistant and water efficient techniques
- Planted, maintained, and harvested hundreds of pounds of vegetables, herbs, fruits, etc
- Built and maintained hoopouses and fencing
- Raised community awareness and distributed free food to local community
- Increased student participation in the campus garden through covid-safe garden parties
- Managed expense account and budget for garden according to instruction, purchased necessary supplies

Farelli’s Pizza (Invisible Wires LLC)

Tacoma, WA

Kitchen Lead, Prep Cook, Dishwasher, Host, Server

July 2020-September 2022

- Opened and closed restaurant, was trusted key holder
- Worked as server and host, engaging with the customers in a meaningful way
- Trusted by management, I worked every position possible/necessary, primarily serving as the kitchen lead where I oversaw up to 6 other staff
- Operated 600 degree wood fire oven
- maintained safe and positive atmosphere for coworkers and customers
- We had many unhoused community members come into the restaurant, as we were located on 6th Avenue, a busy street. I was deferred to by managers in these situations, and I took pride in meeting whatever needs I could and treating them respectfully and compassionately
- Maintained inventory, tracked sales, and requested food orders

COMPLETED EDUCATION

University Of Puget Sound

Tacoma, WA

Undergraduate Degree - Politics and Government

2018-2021

ADDITIONAL SKILLS

- Recipient of *Civic Scholarship Initiative for Community Projects Fellowship, 2020*
- Proficient in Mandarin
- Confident public speaker
- Community advocacy experience
- deep knowledge of urban systems
- leadership experience
- well versed in urban climate sociology
- extensive plant care experience

REFERENCES

Rachel DeMotts

Professor, Environmental Policy and Decision Making, University of Puget Sound

Chris Kendall

Associate Professor and Chair, Politics and Government, University of Puget Sound

Dylan Loney

Manager, Farelli's Pizza

Seattle Renters' Commission

15 Members: Pursuant to *Ordinance 125280*, all members subject to City Council confirmation, 2-year terms:

Appointing Authority for SRC Member Positions

- 6 City Council-appointed (Positions 1 through 6)
- 6 Mayor-appointed (Positions 7 through 12)
- 2 Commission-appointed (Positions 13 and 14)
- 1 Other Appointing Authority-appointed (specify): Get Engaged Program (Position 15)

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	M	7	1.	Member	Atif Osmani	3/1/22	2/28/24	1	Council
3	F	3	2.	Member	Julissa Sanchez	3/1/23	2/28/25	1	Council
6	M	7	3.	Co-Chair	Dan Godfrey	3/1/22	2/28/24	1	Council
6	F	2	4.	Member	Kate Rubin	3/1/23	2/28/25	1	Council
			5.	Member		3/1/22	2/28/24		Council
			6.	Member		3/1/23	2/28/25		Council
6	O	6	7.	Member	Char Smith	3/1/22	2/28/24	1	Mayor
			8.	Member		3/1/23	2/28/25		Mayor
6	F	3	9.	Co-Chair	Kim McGillivray	3/1/22	2/28/24	1	Mayor
			10.	Member		3/1/23	2/28/25		Mayor
			11.	Member	Sendia (Schnidine) Registin	3/1/22	2/28/24	1	Mayor
			12.	Member		3/1/23	2/28/25		Mayor
3	T	4	13.	Member		3/1/22	2/28/24		Commission
			14.	Member		3/1/23	2/28/25		Commission
6	M	5	15.	Get Engaged Member	Tavo Moline	9/1/23	8/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02649, **Version:** 1

Appointment of Eli Davis as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Eli Davis</i>		
Board/Commission Name: <i>Seattle Bicycle Advisory Board</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Maple Leaf</i>	Zip Code: <i>98125</i>	Contact Phone No.: [REDACTED]
Background: <i>Eli is a recent graduate of the Master in Public Health program at the University of Washington and is currently working as a program manager at the institution. Their graduate thesis explored neighborhood dynamics and its correlation with health outcomes for people of Mexican national origin. They have lived in multiple neighborhoods across North Seattle and currently reside in Maple Leaf. They hope to use their lived experience in conjunction with their public health training to support inclusive and equitable infrastructure planning and policy development during their time with the Bicycle Advisory Board.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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



ELI DAVIS

ACADEMIC BACKGROUND

Master of Public Health (MPH) Epidemiology — *University of Washington, Seattle*

2020-2022

- Thesis: Neighborhood cultural environment and depression and anxiety symptoms among majority Mexican American adults: Results from the Hispanic Community Health Study/Study of Latinos (HCHS/SOL)
- Student Epidemic Action Leaders (SEAL) Team 2020-2021 Cohort member, Team-Based Substance Use Disorder Interdisciplinary Training 2020-2021 Cohort member, Served on Anti-Racism & EDI Sub-Committee of the Curriculum Committee (Epidemiology)

Bachelor of Arts (BA) Public Health-Global Health — *University of Washington, Seattle*

2018-2020

- Minor: Diversity, Graduated with *Cum Laude* Honors, Dean's List 2019-2020

Associate of Arts (AA) Global Health Emphasis — *Seattle Central College, Seattle*

2016-2018

- *Phi Theta Kappa* Honors received, Dean's List 2016-2018, President's List 2017-2018

RELEVANT EXPERIENCE

CLUE Program Manager — *University of Washington: Academic Support Programs*

JUN 2022-PRESENT

- Coordinate communication with student-support and other service organizations, educational partners, student groups, and other academic partners
- Support Summer Advising & Orientation activities for new incoming students through participation in presentations, workshops, and events for new students and parents
- Recruit, hire and train incoming tutor cohort of 30-50 student staff yearly, including 2 graduate student assistants
- Develop and teach curriculum, assess quarter-long EDUC 401 course in collaboration with ASP Director and Academic Success Coaching Program Manager
- Aggregate and clean student data for internal (tutor-facing) and external (campus partner facing) evaluation, assessment and reporting efforts

Program Assistant — *University of Washington: Academic Support Programs*

SEPT 2020-JUN 2022

- Overhauled existing training curriculum and developed modules focused on Equity, Diversity and Inclusion practices in academia, leadership skills and communication for asynchronous training course
- Served as Manager on Duty for evening CLUE (Center for Learning and Undergraduate Enrichment) programming
- Led recruitment and hiring for drop-in and exam review tutors for at least 2 subject teams, hiring 10+ student staff yearly
- Aggregated and cleaned student data for internal (tutor-facing) and external (campus partner facing) evaluation, assessment and reporting efforts

Program Evaluation Intern — *Oregon Coalition Against Domestic & Sexual Violence*

SEPT 2021-MAR 2022

- Reviewed Coalition's data on their Prevention Through Liberation (PTL) grant program to identify barriers & facilitators with direct-service partners
- Conducted qualitative research on archival data collected at previous benchmark meetings with direct-service partners
- Created an internal facing presentation delivered to key staff members, including the Executive Director, on evaluation findings to guide future prevention efforts
- Planned and coordinated a statewide training for 2022 in partnership with the Sexual Assault Task Force in Oregon

Reinstatement Coach — *University of Washington: Academic Support Programs*

SEPT 2020-JUL 2021

- Provided one-on-one support to students on Academic Probation status within academic success coaching sessions
- Collaborated closely with College of Arts and Sciences' Reinstatement Committee to review student's readiness to return to the University and support recently reinstated students
- Led development and presentation of quarterly workshops for students and relevant campus partners

Peer Instructor — *University of Washington: First Year Programs*

SEPT 2019-MAR 2020

- Designed and delivered 10-weeks of course material for General Studies: University Community course geared towards Transfer student support and retention
- Tailored course material to two transfer student populations: Public Health-Global Health undergraduates and non-traditional transfer students
- Coordinated with campus organizations and resource offices to organize presentations and panels to increase familiarity with academic and social aspects of the university
- Graded assignments, providing individualized feedback when appropriate, and submitted final course grades to UW's Office of the Registrar

TECHNICAL SKILLS & CERTIFICATIONS

- Software: Microsoft & Google Suites, Dedoose, R, ArcGIS, REDCap
- Languages: English (proficient), Spanish (native speaker/proficient)

- Selected to participate in UWHR's BIPOC Staff Development Program. Will complete the UW Human Resources Certificate in August 2023.

INTERNSHIPS/SCHOLARLY ACTIVITIES

Contact Tracer, *Environmental Health & Safety Department*, University of Washington
OCT 2021-JAN 2022

Research Study Assistant, *School Outbreak Assessment of Policies & Procedures*, Washington State Department of Health
APR 2021-JUL 2021

REFERENCES

Ryan Burt, *Director of Academic Support Programs* - University of Washington Seattle
[REDACTED]

Meagan Schorr, *Director of Prevention* - Oregon Coalition Against Domestic & Sexual Violence
[REDACTED]

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
			3.	Member	Vacant	9/1/2021	8/31/2023		Mayor
			4.	Member	Vacant	9/1/2021	8/31/2023		City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
			9.	Member	Vacant	9/1/2022	8/31/2024		Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
3	NB	5	12.	Get Engaged Member	Eli Davis	9/1/2023	8/31/2024	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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



Legislation Text

File #: Appt 02650, **Version:** 1

Appointment of Delaney Lind as member, Seattle Pedestrian Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Delaney Lind</i>		
Board/Commission Name: <i>Seattle Pedestrian Advisory Board</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Olympic Hills</i>	Zip Code: <i>98125</i>	Contact Phone No.: [REDACTED]
Background: <i>Delaney Lind (she/her) brings a strong commitment to safety and a compassionate approach to community challenges to her role on the Pedestrian Advisory Board. She was raised a Washington local and is a current Olympic Hills resident. Delaney endeavors to guide Seattle neighborhoods towards a future that is walkable, accessible, and welcoming for all. Since earning her bachelor's in business administration at the University of Mary Washington, Delaney has progressed into the nonprofit sector as a System Specialist for Donor and Volunteer Services at the YMCA of Greater Seattle.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

DELANEY LIND

TOP SKILLS

- Collaborative Leadership
- Donor Communication
- Community Engagement
- Fundraising Administrative Support
- Project Management
- Database Management
- Donor Stewardship & Customer Service
- Event Planning
- Detailed Procedure Creation
- Microsoft Office Suite

RELEVANT WORK EXPERIENCE

Business System Admin, Raiser's Edge (promoted from Donor Services Coordinator)

YMCA of Greater Seattle | May 2021 to Present

- Facilitates stewardship and cultivation activities through accurate donor and gift information entry in Raiser's Edge
- Supports development efforts through prospect research and management
- Prepares weekly gift reports for branch/program staff and Financial Development team
- Acts as the main point of contact for 4 branches regarding gift processing and reporting
- Provides timely donor acknowledgements at all levels
- Communicates fluently between donors, members, branch staff, and association staff

Sales Lead

White House Black Market | November 2020 to April 2021

- Improved Customer Experience focus at the Alderwood boutique by leading the team in best practices for customer acquisition/capture, loyalty, communications, and achieving store goals
- Assisted with administrative tasks such as payroll and inventory management
- Conducted proper store opening and closing procedures

Annual Giving Intern/Student Aide

University of Mary Washington | October 2018 to December 2019

- Developed targeted strategies to increase participation among young alumni donors
- Promoted educational resources on campus about how student philanthropy and private funding helped support UMW
- Created communication schedules and engaging content for email and social media
- Provided constructive feedback by reviewing marketing materials such as the Giving Day website and donor communications
- Utilized Canva, as well as Adobe Photoshop, to create marketing graphics

EDUCATION

University of Mary Washington

Bachelor's Degree in Business Administration | Graduated December 2019 | Magna Cum Laude

Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/22	3/31/24	1	City Council
6	M	4	2.	Member	David Frantz	4/1/23	3/31/25	2	City Council
6	M	5	3.	Member	Wes Mills	4/1/22	3/31/24	1	City Council
6	F	7	4.	Member	Chelsea Morrison	4/1/23	3/31/25	2	City Council
3	F	3	5.	Member	Natasha Riveron	4/1/23	3/31/25	2	City Council
6	F	7	6.	Member	Emily Davis	4/1/22	3/31/24	2	Mayor
			7.	Member	Vacant	4/1/23	3/31/25		Mayor
1	F	2	8.	Member	Emilie Szeto	4/1/22	3/31/24	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/22	3/31/24	1	Mayor
6	F	4	10.	Member	Maria Sumner	4/1/23	3/31/25	3	Mayor
1	M	7	11.	Member	Rohit Ammanamanchi	4/1/22	3/31/24	1	Mayor
6	F	5	12.	Get Engaged Member	Delaney Lind	9/1/23	8/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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



Legislation Text

File #: Appt 02651, **Version:** 1

Appointment Braxton Williams as member, Seattle Transit Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Braxton Williams</i>		
Board/Commission Name: <i>Seattle Transit Advisory Board</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Yesler Terrace</i>	Zip Code: <i>98144</i>	Contact Phone No.:
Background: <i>Braxton currently works in Corporate Strategy at Microsoft, and resides in the Yesler Terrace neighborhood. He graduated from the University of Oregon and worked in management consulting previously. An avid transit rider, Braxton will use his experiences utilizing transit, along with various sustainability and community focused projects to further promote transit reliability, accessibility, and overall quality on the Transit Advisory Board.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Braxton Williams

Education

University of Oregon

B.A. Business Administration

Concentrations: Marketing & Finance, Spanish Minor

Eugene, OR

June 2019

Experience

Microsoft

Corporate Strategy and Development Manager

Redmond, WA

March 2023- Present

- Developed and executed strategic plans to achieve Microsoft's business objectives, including product innovation, technology access, and market expansion.
- Worked closely with senior executives to develop and communicate corporate strategy, ensuring alignment with company vision and mission.
- Monitored industry trends and competitive activities to identify emerging threats and opportunities, and recommend appropriate courses of action.
- Developed financial models and conducted scenario analysis to evaluate potential investments, partnerships, and acquisitions.
- Provided thought leadership on emerging technologies and industry trends, and shared insights with colleagues across Microsoft to promote best practices and innovation.

Point B

Consultant, Strategy; Black Employee Network Lead

Seattle, WA

June 2019-February 2023

- Supported Seattle market leadership in strategic initiatives by creating various financial and operational reports using Microsoft Excel, Power BI, Salesforce, and Tableau to inform regular market-wide communications and business development and sales strategy.
- Researched, identified, and analyzed new growth opportunities, and presented them to VP level leadership as part of a 10-year organizational strategy development initiative at global food and beverage company.
- Constructed data-driven, climate change related insights through industry research and team collaboration in a strategic advisory role for a Fortune 500 global retailer resulting in environmentally sustainable, efficient, and compliant business practices.
- Conducted change management programs across various work streams through collaboration with company leadership to institute climate change related enhancements to business practices.
- Synthesized new emissions reduction and efficiency opportunities by identifying current events and trends in the marketplace that were eventually approved at the C-suite level of Fortune 500 global retailer.

Oregon Consulting Group

Consultant, Development Manager

Eugene, OR

November 2017-June 2019

- Developed and implemented an alumni connectivity strategy by organizing events and content resulting in a strengthened relationship between group alumni and current members.
- Collaborated on student-led teams to provide analysis, research, advisory, and other consulting services to businesses and non-profit organizations in Oregon.
- Led and participated in design thinking activities by collaborating and facilitating dynamic conversations to synthesize creative solutions for problems that clients presented to the group.
- Interviewed industry professionals, customers, and other parties who interacted with clients to better understand and build context for the project, and help generate solutions.

Skills & Certificates

- LUMA Human Centered Design Certified Practitioner
- Kellogg School of Management Product Strategy Certificate
- Bilingual: English fluent and Spanish Proficient
- Data Visualization: Microsoft Excel, Visio, Power BI, and PowerPoint Proficient
- Project Management

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
6	M	3	2.	Member	Chris Miller	8/3/22	8/2/24	1	City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Josh Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
			11.	Member	Vacant	8/3/21	8/2/23		Mayor
2	M	2	12.	Get Engaged Member	Braxton Williams	9/1/23	8/31/24	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02652, **Version:** 1

Appointment of Jay Backman as member, Seattle Design Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jay Backman</i>		
Board/Commission Name: <i>Seattle Design Commission</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Licton Springs (North Green Lake)</i>	Zip Code: <i>98103</i>	Contact Phone No.: [REDACTED]
Background: <i>Jay works for the City of Bellevue as a Senior Intelligent Transportation Engineer in the Traffic Management Center. They hope to bring their years of experience designing capital projects in the private sector and foundational knowledge in how to operate and maintain traffic systems to the Design Commission to help solve the challenges Seattle faces as the region undergoes constant growth. Jay is a born and raised Washingtonian and University of Washington graduate who lives in the Licton Springs neighborhood. They are passionate about traffic safety, multi-modal infrastructure, and evaluating transportation through a lens of diversity, equity, and inclusion.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 8/14/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

JAY BACKMAN

SUMMARY

Brings over six years of transportation engineering experience to the table, focusing on projects all over Washington. As a life-long resident, holds an ingrained familiarity with the advancing transportation needs of the Puget Sound region. Experience extends across a diverse range of transportation technology and roadway design elements, with expertise focused on traffic mobility, multi-modal systems, and signal operations and design. A leader in formulating how Diversity, Equity, and Inclusion efforts can be integrated in both the engineering community as well as transportation planning and design.

WORK EXPERIENCE

CITY OF BELLEVUE, DEPARTMENT OF TRANSPORTATION

Senior ITS Engineer

Bellevue, WA
6/2023 – Present

Signal and ITS Operations Lead – Applies signal and ITS knowledge to review design plans, respond to citizen requests, pilot and manage traffic management technologies, and oversee and modify signal operations. Responds to planned and unplanned traffic events and incidents utilizing the City’s adaptive signal system, CCTV camera system, and other transportation technologies.

Project Management – Manages the Traffic Engineering On-Call, including overseeing contracts, task orders, and budget. Coordinates with consultants and city staff to develop scopes for various task orders around the city pertaining to traffic analysis, modifications to signal systems, and implementation of intelligent transportation systems.

Diversity Involvement – Member of the Transportation Department Diversity Team and the Rainbow Alliance for Diversity Employee Resource Group. Works to advance the department’s Diversity Work Plan. Assisted in organizing the City’s largest in-person Pride celebration to date.

PERTEET, INC.

Project Engineer

Seattle, WA
8/2017 – 5/2022

Signal, illumination, and ITS Design Engineer – Extensive experience designing new and modified signal systems for over 40 intersections. Successfully completed design for systems that have included bicycle signals, pedestrian lead intervals and all way scrambles, transit signal priority, fiber optic infrastructure, rectangular rapid-flashing beacons (RRFBs), and High-Intensity Activated Crosswalk (HAWK) signals. Strong familiarity in completing signal warrants and traffic analysis using Synchro and Sidra software systems and compiling results in clear and concise reports. Extensive knowledge of illumination systems, design, and analysis.

Lead/Project Engineer – Successfully filled the role of lead design engineer on a wide variety of projects ranging from small curb ramp improvements to new trailhead parking lot sites. Applied knowledge across roadway modeling, ADA requirements, traffic operations, multi-modal and safe streets infrastructure, constructability, and utility and stormwater systems, to ensure each project element worked cohesively in each design phase. Coordinated closely with clients, the design team, and project manager to ensure projects remained within scope, stayed on schedule, delivered accurate estimates, and provided the best product to meet client and community needs.

Diversity, Equity, and Inclusion (DEI) Committee Co-chair – Employee volunteer leading the development and tracking of progress for the Perteet DEI Strategic Action Plan. Implemented the goals set by the DEI Vision Plan, through regular meetings with committee members and oversight board members. Manages company-wide trainings, activities, and discussions relating to DEI.

CITY OF BELLEVUE, DEPARTMENT OF TRANSPORTATION

Traffic Engineering ITS Intern

Bellevue, WA

4/2015 – 6/2017

- Built a city-wide Synchro network of Bellevue’s roadways and intersections.
- Conducted analysis and formulated multiple reports using SCATS to determine traffic efficiency along corridors, at intersections, and the impacts of roadway closures during holidays and construction activities.
- Completed illumination analysis at various sites around the city using AGi32 Software.
- Assisted in annual collision studies and safety improvement projects as part of the city’s Vision Zero efforts

CERTIFICATIONS & AFFILIATIONS

- Professional Engineer, Civil, WA, #21036149, 2021
- Engineering in Training, WA, #37248, 2016
- ITS WA Member

EDUCATION

University of Washington

Undergraduate in Civil & Environmental Engineering

Seattle, WA

9/2013 – 6/2017

Bellevue College

Part-time Running Start student

Bellevue, WA

9/2011 - 6/2013

- AutoCAD Civil3D
- Synchro, SimTraffic, and Sidra analysis
- SCATS adaptive signal systems
- AGi32 Illumination analysis
- ArcGIS
- Bluebeam Revu
- AGi32

Seattle Design Commission

The Seattle Design Commission advises the Mayor, City Council, and City departments on the design and environmental implications of City funded projects, projects seeking long-term or permanent use of a right of way, or public projects seeking City approval. The Commission is comprised of 10 members, as established by Seattle Municipal Code Section 3.58. Members serve a two year term and are eligible for two consecutive terms. All members are appointed by the Mayor and confirmed by the City Council.

A Chair is also appointed on each year. The Chair is selected by Commissioners for approval by the Mayor and confirmation by the Council.

New appointments are underlined. Reappointments are in *italic*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	2	1.	Urban Planner	Adam Paul Amrhein	3/1/23	2/28/25	2	Mayor
6	NB	5	2.	<u>Get Engaged</u>	<u>Jay Backman</u>	9/1/23	8/31/24	1	Mayor
5	F	4	3.	Engineer (Civil/Transportation)	Puja Shaw	3/1/22	2/28/24	1	Mayor
6	M	4	4.	At Large/Chair	Jill Crary	3/1/23	2/28/25	2	Mayor
6	M	6	5.	Architect	Matt Aalfs	3/1/22	2/28/24	1	Mayor
6	F	5	6.	<u>Landscape Architect</u>	<u>Phoebe Erin Bogert</u>	3/1/23	2/28/25	1	Mayor
6	F	2	7.	<u>Architect</u>	<u>Ben Gist</u>	3/1/23	2/28/25	1	Mayor
6	F	1	8.	Urban Designer	Erica Bush	3/1/22	2/28/24	1	Mayor
6	F	6	9.	<u>Transportation Planner</u>	<u>Kevin O'Neill</u>	3/1/23	2/28/25	1	Mayor
6	F	NA	10.	Fine Artist	Elizabeth Conner	3/1/22	2/28/24	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02679, **Version:** 1

Appointment of Shabazz M. Abdulkadir as member, Design Review Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Shabazz M. Abdulkadir</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Get Engaged Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 9/1/2023 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>South Park</i>	Zip Code: <i>98108</i>	Contact Phone No.: [REDACTED]
Background: <i>Shabazz is a Seattle native who has witnessed the city's growth over 20 years and has a passion for contributing to a safer and more resilient environment for all communities. She has a bachelor's degree in Urban Planning and a minor in Construction Management from the University of Washington and now works collaboratively with community business organizations to develop infrastructure projects to increase access to resources. Shabazz brings a unique perspective to the built environments through her various experiences and knowledge. She looks forward to learning from the brilliant minds already in this space and sees this appointment as an opportunity to be of service to the Seattle community.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/14/2023		Appointing Signatory: <i>Bruce A. Harrell</i> Mayor of Seattle

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

Shabazz Abdulkadir

SUMMARY OF QUALIFICATIONS

Experienced working with business process improvement teams; project management, community engagement and expanding network connections. Develop program functional processes; implement best practices, contracting procedures, technical assistance and regulatory compliance. Ability to track, document and analyze reports and/or statistics to support or influence decision making processes. Highly organized with strong presentation, and negotiation skills to be able to lead, direct, instruct and problem solve.

RELEVANT SKILLS

- Project Management
- Team Building, Community Engagement
- Process Improvement, Development
- Strong Written/ Verbal Communication
- Diplomacy, Conflict Resolution, Facilitation
- Collaboration, Fostering Diversity
- Program Proficiencies: Geographic Information Systems (GIS), Adobe Cloud Tools, SketchUp, Vector Works, Microsoft Suite

EXPERIENCE

CITY OF SEATTLE COMMUNITY SAFETY COMMUNICATIONS CENTER 8/2022- Present **911 DISPATCHER**

- CSCC handles over 900,000 calls a year dispatching for Police, Fire Department and Medical Services and Emergency Service agencies.
- Answer high volume of life and death emergency calls and dispatch for appropriate level response.
- Advise community members on how to access safety and emergency resources available to them.
- Apply conflict resolution techniques, mediation and negotiations in life threatening situations.
- Utilize diplomacy in dealing with people with varying needs and unpredictable situations while keeping in mind public and personal safety.
- Communicate effectively with wide range of audiences to ensure equitable access to resources.

THE URBAN PLANNING LAB 01/2022- Present **FREELANCE PLANNING CONSULTANT**

- Served as Project Manager for the Black Farmers Collective one acre farm in Seattle on a \$20,000 development project to increase community access.
- Coordinated with farm workers and community members and City agencies to gain understanding of community needs and challenges with land development.
- Planned and facilitated multiple design charrette's to marry clients vision, City requirements and community needs.
- Planned and led youth design activity to encourage student engagement at YES farm.
- Designed a 780sqft mobile retail space for mutual aid initiative the Giving Room with limited Grant funds.
- Created trailer design through multiphase process to incorporate client's vision of maximizing space utilizing modeling software.
- Managed project budgets, schedules, deliverables, risks, and progress to ensure successful outcomes.
- Led community outreach through surveys, tabling and collaborating with local community programs in South Seattle with a strong focus on racial equity and equality.
- Provided consultation on best practice methods for relationship building with BIPOC communities in the Seattle area through trainings and workshops.
- Collaborated with local Masjid to create Muslimah's A-Z, programming for young adult Muslim Women between the ages of 18-40.
- Developed framework idea for community group, worked with Masjid members and youth to identify needs and presented ideas to group to narrow down program goals.
- Launched and created lesson plans for Year One of programming. Led first three community meetings and trained community members on presentation and leadership to take over program administration.

**CITY OF SEATTLE DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING INTERN**

10/2020 - 6/2021

- Worked with the Seattle Transit Benefit District (STBD).
- Researched the framework for Racial Equity Toolkit for STBD to analyze current and future development projects for community impact and equitable access to transportation.
- Assisted in developing transit lane policy to guide Seattle Public Transit services.
- Engaged in ongoing ArcGIS transit spatial analysis.
- Provided COVID-19 Transit Response Assessment on STBD programming.

**UNIVERSITY OF WASHINGTON, COLLEGE OF BUILT ENVIRONMENTS
POLICY ANALYST**

09/2020-03/2021

- Audited the outreach and admissions processes for the college, analyzed demographics and racial trends, and identified barriers of access for minority and low-income students using data.
- Initiated engagement with community organizations, counselors, faculty, admissions and other universities and defined recommendations and a timeline for the College's goals.
- Developed policy recommendations and implementation plan and produced report for the University's implementation based on data trends.
- Pitched and implemented the creation of a Student Advisory Board with student representation from each of the CBE departments. Served on the board.

**BULLE CONSULTING
PLANNING AND PROGRAM DEVELOPMENT ASSOCIATE**

06/2019-01/2020

- Consulting firm in South Seattle that assists Community and Small Business Organizations (CBOs) scale intentionally through capacity building support and more.
- Prepared and pitched proposals to clients and their stakeholders for their project needs. Led and facilitated meetings and presentations with funders and city officials.
- Met with clients to identify a desired project's scope, created work plans and project estimations.
- Planned and facilitated workshops on best business practices for CBO's including King County's Best Start for Kids partners.

**YWCA GIRLS FIRST
PROGRAM COORDINATOR**

05/2018- 12/2018

- Created and distributed outreach material for 6 week summer programming. Presented to local middle schools and community centers to encourage enrollment.
- Connected with parents and teachers to inform of YWCA resources and opportunities for students
- Independently prepared six week curriculum for students ranging from professional skills trainings, to self defense and sex education programming creating exposure to various community organizations.
- Worked with students into first year of high school leading once a week programming at five local high schools.
- Created lesson plans, led workshops and engaged with local community agencies to further students access to resources and support.
- Provide academic support to students and parents through creating academic plans, coordinating with faculty to best understand students challenges and ensuring students felt prepared for examinations.

**THE LAW OFFICES OF LOUIS G HUNTER
OFFICE ADMINISTRATOR**

02/2014-08/2017

- Assisted in developing framework documents for start-up prior to having clients: intake forms, data system, policies and procedures.
- Designed the filing system and initiated the move from physical file to digital system.
- Managed employee schedule and case load. Planned and facilitated team building activities: escape rooms, community volunteer day etc.
- Front facing role, handled client intakes and was point of contact for client relations.
- Managed vendor contracts and invoices.

EXTRA-CURRICULAR

SUMMER SEARCH

03/2021- Present

ALUMNI BOARD MEMBER

- Serving as an alumni ambassador within Summer Search.
- Planning and organizing events and initiatives to support an engaged and cohesive alumni connection. Presenting event ideas and outcomes to board of directors.
- Supporting the design and rethinking around Summer Search program innovations.

COLLEGE OF BUILT ENVIRONMENT

09/2020-06/2021

COMMUNITY ENVIRONMENT AND PLANNING (CEP)

POLICY AND REGULATION COMMITTEE CHAIR

- Facilitated meetings, and managed projects.
- Initiated a collaborative review of CEP curriculum with faculty and department head's to identify potential improvements.
- Reviewed existing policies for effectiveness and created new policies to support students changing needs.

CITY OF SEATTLE RACIAL EQUITY LAB PROJECT

09/2020-12/2020

PROJECT MANAGER

- Managed a team of 14 to determine deliverables, analyzed report findings and presented to city officials.
- Interviewed over 100 community members over the course of the project from diverse intersectionality's.
- Proposed and documented cultural spaces in the face of rapid gentrification.

EDUCATION

**UNIVERSITY OF WASHINGTON,
COLLEGE OF BUILT ENVIRONMENTS,
SEATTLE WA
B.A URBAN PLANNING,
COMMUNITY ENVIRONMENTAL PLANNING**

RELEVANT COURSES:
INFRASTRUCTURE PLANNING MANAGEMENT (IPM);
WATER SYSTEMS
INFRASTRUCTURE PLANNING
MANAGEMENT (IPM): TRANSPORTATION SYSTEMS

CERTIFICATES

HUSKY LEADERSHIP CERTIFICATE
(12/2020- 06/2021)

**U.S STATE DEPARTMENT KENNEDY-LUGAR EXCHANGE
STUDENT AMBASSADOR CERTIFICATE**
(06/2012- 06/2013)

LANGUAGES

- **SOMALI - FULL PROFICIENCY**
- **ARABIC - LIMITED WORKING PROFICIENCY**

Seattle Design Review Boards - July 2023

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- 12 City Council-appointed
- 13 Mayor-appointed
- 15 Joint Mayor and Council appointed
- 2 *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda	4/4/2022	4/3/2024	1	Mayor
			4.	Business/Landscape, W	Vacant	4/4/2023	4/3/2025		Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
			10.	Business/Landscape, NW	Vacant	4/4/2023	4/3/2025		Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
5	F		18.	Design Professional, W	Kadoo, Gargi	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
			21.	Business/Landscape, SW	Vacant	4/4/2023	4/3/2025		Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
			23.	Design Professional, NW	Vacant	4/4/2023	4/3/2025		Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
			25.	Local Residential, NW	Vacant	4/4/2022	4/3/2024		Mayor/ Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Ratray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/ Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/ Council
6	M		31.	Business/ Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/ Council
			32.	Local Residential, W	Vacant	4/4/2023	4/3/2025		Mayor/ Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/ Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/ Council
6	F		35.	Business/ Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/ Council
2	F	1	36.	Get Engaged	Abdulkadir, Shabazz	9/1/2023	8/31/2024	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
			39.	Design Professional, CA	Vacant	4/4/2022	4/3/2024		Council
6	F		40.	Development, CA	Port, Brittany	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/ Landscape, CA	Garcia, Ana	4/4/2022	4/3/2024	2	Mayor/ Council
			42.	Get Engaged	Vacant	9/1/2023	8/31/2024		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	11	0	0	3	1	2	0	0	7	0	0	0
Council	8	3	0	0	2	0	0	0	1	7	0	0	1
Joint	7	3	0	0	0	0	1	0	0	9	0	0	0
Total	17	17	0	0	5	1	3	0	1	23	0	0	1

Key:

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

**G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02653, **Version:** 1

Appointment of Kelli Faryar as member, Seattle Music Commission, for a term to August 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Kelli Faryar		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2023 to 8/31/2026 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Alki, West Seattle	Zip Code: 98116	Contact Phone No.: [REDACTED]
Background: Kelli Faryar (she/her) is a musician and cultural arts advocate. Throughout the mid-2000s, she released two albums, and frequently toured along the West Coast. Faryar served as the Executive Artistic Director at <u>Northwest Folklife</u> , where she oversaw the <i>Northwest Folklife Festival</i> - a 20+ stage music and arts and culture festival in Seattle that collaborates with over 150+ community leaders, showcasing 800+ performances. In 2020, she successfully pivoted the 50-year-old festival to one of the first online experiences. In 2021, Faryar joined Friends of Waterfront Seattle where she designs and develops new programs and events for the soon-to-be 20-acre Waterfront Park, including the concert series, <i>Pier Sounds</i> , and the pop-up series, <i>Spotlight on the Waterfront</i> . Faryar also has been documenting stories with local culture bearers through the Center for Washington Cultural Traditions Foodways Project.		
Authorizing Signature (original signature):  Date Signed (appointed): 8/15/2023		Appointing Signatory: <u>Bruce A. Harrell</u> <u>Mayor of Seattle</u>

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

KELLI FARYAR

PROFILE SUMMARY

Arts Administration - 15+ years of consensus building within artistic, cultural, and ethnic communities across diverse stakeholder groups including arts organizations, donors, city and governmental agencies.

Cultural Amplifier - Commitment to amplify and center community voices and tradition-bearers, specifically those of underrepresented or historically marginalized, to ensure space and agency in collaborative and authentic programming, dialogue, and self-expression.

Community Partnerships - Established reputation for building and sustaining strong and successful partnerships across diverse parties with a wide variety of interests and priorities.

Program Development & Event Production - 15+ years of planning multi-scale, multi-platform, deadline-driven launches, events, and festivals, where timing is a critical success factor. *Pivoted a 50-year-old event to a digital experience.

Leadership - Providing team leadership, management, goal setting, and mentoring at Senior Manager and Director levels.

Communications & Marketing - Demonstrated skills in strategic communications with developing key messages, and organizational and event branding for targeted audiences.

Interpersonal Strengths - Organized, passionate, team-oriented, and highly-motivated with the ability to facilitate dialogue and inspire others.

PROFESSIONAL EXPERIENCE

Public Programs Manager

Friends of Waterfront Seattle, Seattle

July 2021 - Present

- ° Design, develop, and implement new programs along Seattle's waterfront on Pier 62 including a new large-capacity concert series, *Pier Sounds*, that pays tribute to Seattle's iconic waterfront concerts, and *Spotlight on the Waterfront*, a 'pop-up' series that showcases Seattle's diverse arts and culture communities
- ° Manage and coordinate departmental Accessibility audit

Folklorist and Project Manager

Humanities Washington's Center for Washington Cultural Traditions: Foodways Project, Seattle

August 2021 - January 2022

- ° Research and conduct fieldwork with Seattle-based artists, tradition-bearers, and community-based organizations
- ° Nurture existing and establish new relationships with organizations and individuals involved in cultural and traditional arts
- ° Schedule and conduct interviews with local tradition-bearers
- ° Prepare and edit audio to create and design digital stories and podcasts

Executive Artistic Director

Northwest Folklife, Seattle

August 2017 - July 2021

- ° Steward of the organization's programmatic and artistic vision while ensuring alignment with organizational values and strategic plans and community need
- ° Create, develop, and implement 7 programs in accordance with the mission, vision, and operating budget, culminating with the annual Northwest Folklife Festival - an iconic, 20+ stage music and arts festival in the City of Seattle that showcases 850+ performances with a yearly attendance of 250,000
- ° Develop and deepen relationships with 150+ culture and tradition-bearers as content partners as well as engage with community-based organizations, public and private entities, and the general public to support artistic diversity, equity, and inclusion with a local, regional, and national scope
- ° Design and implement multi-platform programs in direct response to community need and based on event data and metrics including the 50th Anniversary in 2021, Youth & Family programs through the Our Big Neighborhood initiative in partnership with the City of Seattle, 2 Youth Residencies designed for teens and the Circle of Indigenous Peoples Celebration
- ° Develop, strategize, and analyze an annual budget of \$1.7M
- ° Develop a strategic annual plan with measurable actions and resource allocations necessary for the realization of goals
- ° Oversee the production and operations-related budgets and activities in support of programs including technical needs, stages, event operations, and volunteers
- ° Provide organizational leadership, cohesion, and direction for a year-round staff of 14; Recruit and hire event staff

Director of Programs

Northwest Folklife, Seattle

December 2013 - August 2017

- Oversaw 5 programs in accordance with the mission, vision, operating budget, and strategic plan
- Built relationships and engaged with 100+ community leaders from diverse and ethnic communities to co-curate programs, ensuring community agency in program direction
- Created, developed, and produced the first annual Seattle Children's Festival in 2014
- Project managed Folklife Festival scheduling, artist communications and technical advance with Stage Managers and Sound Crew
- Managed 9 employees and created year-round timelines to ensure project completion
- Managed all PR contractors and external communications as well as attend on-air radio appearances, TV and major newspaper interviews

Programs Manager

Northwest Folklife, Seattle, WA

December 2008 - December 2013

- Foster relationships with artists, community leaders, and regional arts organizations
- Project managed timelines and milestone goals
- Scheduled performances and coordinated technical needs and logistics for 800+ artists
- Oversee the design and maintenance of a user relationship with the database for the programming department
- Produce and manage Northwest Folklife's Roots & Branches CD series, including liaison with distributor

Public Relations and Booking

Gadgetbox Recording Studio, Bay Area, CA

December 2006 – November 2008

- Responsible for public relations and promotion of a successful recording studio including writing press releases, maintaining a web presence, social media sites, and soliciting local radio play and media coverage
- Organized, planned, and executed local showcases for studio clientele
- Assisted in studio engineering including sound editing and technical support

Co-Owner

Bigger than the Barn Records, Seattle, WA

July 2001 – November 2008

- Coordinated the production, manufacturing, and promotion of albums
- Maintain public relations and marketing campaigns, including press releases, creation of one-sheets, radio promotion, and artist websites, booked and coordinated tour dates along the West Coast

VOLUNTEER AND COMMUNITY SUPPORT

ArtsWA's Pandemic Relief Grants for Small Organizations Program, Panelist

2021 - Current

Dia de Muertos Festival

2017 - Current

EDUCATION & TRAINING

Cabrillo College, Santa Cruz, CA

1999 - 2001

- Studies include Ethnomusicology, Anthropology, Music

Third Sector Company, Inc., Seattle, WA

2018

- Non-Profit/Public/Organizational Management

The City University of New York, NY

2023

- Essentials of Urban Park Management Certificate

Diversity, Equity, Inclusion, Accessibility (DEIA)

- Accessibility: Integrating the A into DEI Initiatives 2022
- Participant in Seattle Center Racial Equity Cohort 2018 - Present
- Race, Equity, and Inclusion Training (City of Seattle Facilitators) 2018 - 2019
- Racial Equity Workshop: Why We Lead with a Racial Equity Lens to Achieve Structural Transformation 2017
- Race, Bias & Dissonance II: Beyond Awareness, To Concrete/Incongruent Actions Steps 2016
- RSJI Summits (Seattle Center) 2015, 2018

SKILLS

- Knowledgeable in Adobe Creative Suite, Microsoft Office Suite (Word, Excel, PowerPoint, Outlook), Marcato Festival Database, Music Editing Software
 - Excellent communication skills at all levels, with staff, board, and a wide diversity of community stakeholders
 - Comfort with public speaking
 - Team collaborator and mentor
 - Experience under-pressure in live or stressful environments
 - Adaptability, Problem Solving
 - Listening
-

Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Commissioner	Kelli Faryar	9/1/23	8/31/26	1	Mayor
6	M	2	2.	Commissioner	Nick Turner	9/1/23	8/31/26	1	City Council
6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/23	8/31/26	2	Mayor
6	M	2	4.	Commissioner	Jason Clackley	9/1/20	8/31/23	1	City Council
6	F	2	5.	Commissioner	Anne Berry O'Dowd	9/1/23	8/31/26	2	Mayor
9	M	n/a	6.	Commissioner	Eric Lilavois	9/1/20	8/31/23	1	City Council
2	M	5	7.	Commissioner	Terry Morgan	9/1/21	8/31/24	2	Mayor
2	F	2	8.	Commissioner	Bunnie Moore	9/1/21	8/31/24	1	City Council
3	F	6	9.	Commissioner	Paula Nava Madrigal	9/1/21	8/31/24	2	Mayor
6	NB	3	10.	Commissioner	Andrea Friedman	9/1/21	8/31/24	1	City Council
3	F	3	11.	Chair	Kitty Wu	9/1/21	8/31/24	2	Mayor
2	F	1	12.	Commissioner	Adra Boo	9/1/21	8/31/24	1	City Council
7	M	2	13.	Commissioner	Keola Kama	9/1/21	8/31/24	1	Mayor
1	M	7	14.	Commissioner	Nate Omdal	9/1/21	8/31/24	2	City Council
6	F	7	15.	Commissioner	Shannon Welles	9/1/22	8/31/25	2	Mayor
1	F	2	16.	Commissioner	Casey Carter	9/1/22	8/31/25	2	City Council
3	M	3	17.	Commissioner	Jovino Santos Neto	9/1/22	8/31/25	2	Mayor
2	M	n/a	18.	Commissioner	Julius Robinson	9/1/22	8/31/25	1	City Council
6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	2	Mayor
6	F	5	20.	Commissioner	Denise Burnside	9/1/22	8/31/25	2	City Council
6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	7			0	1	3			6	1		0
Council	4	4		1	2	3	0			3	0		1
Other													
Total	9	11		1	2	4	3			9	1		1

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender identity*, 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 voluntary.



Legislation Text

File #: Appt 02654, **Version:** 1

Appointment of Nick Turner as member, Seattle Music Commission, for a term to August 31, 2026.

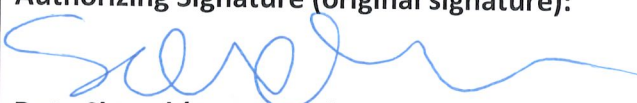
The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Nick Turner		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 9/1/2023 to 8/31/2026 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: North Beacon Hill	Zip Code: 98144	Contact Phone No.: [REDACTED]
<p>Background: Nick Turner works in sales and A&R at Sub Pop Records, where he has been employed since 2011. Nick was born and raised in New York City, where he spent his youth joyfully exploring underground music by way of non commercial radio, small record shops, often terrifying punk and metal shows, fanzines, and the countercultural epicenter ABC No Rio. Nick moved to Seattle in 2000 and quickly dove into the city’s local punk and hardcore scene. He worked at Fallout Records, a gem of a record store and a hub of the local music community, from 2001 until its closure in 2003, after which he spent years working at Belltown record store Singles Going Steady.</p> <p>Perplexed by the Teen Dance Ordinance and the lack of all-ages shows in Y2K Seattle, Nick stumbled into the nascent all-ages music organization the Vera Project, volunteering at its first show in 2001, and eventually doing a bit of everything: managing events, booking the occasional show, distributing fliers, and more. He ultimately and somewhat accidentally wound up in a staff position as the organization’s primary grant-writer, and then grew into the role of development director. As part of Vera’s development staff, he played a major role in the campaign to move the Vera Project to its current home at Seattle Center, engaging youth members and leadership in fundraising, and supporting Vera’s annual operating budget through a period of rapid growth. Concurrently, he continued to be part of the broader grassroots music scene, booking DIY shows at spaces around Seattle, and, unhindered by talent, playing in bands.</p> <p>While attending college in Claremont, CA, Nick hosted a weekly punk radio show at the local college radio station, KSPC, which finally gave a higher purpose to his nerdy record-collecting proclivities. In 2004, he re-entered the world of independent radio, co-founding Seattle station KEXP’s long running punk show, Sonic Reducer, which he co-hosted weekly until 2014. The show continues to blast out of speakers worldwide from 9pm to midnight every Saturday night.</p>		

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

Authorizing Signature (original signature): 	Appointing Signatory: Sara Nelson Seattle City Councilmember
Date Signed (appointed): 8/10/23	

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

Nick Turner

A music-oriented professional with a demonstrated ability to manage a large, varied workload while performing well in a dynamic, unconventional, and collaborative work environment.

Sub Pop Records | April 2011-present | Seattle, WA

Digital and Retail Marketing Manager, A&R

As Digital and Retail Marketing Manager:

- Coordinate U.S. retail marketing and sales administration directly with indie record stores and via Sub Pop's distribution partners, promoting new releases and catalog, executing special campaigns around high-profile releases, and booking in-store performances.
- Manage the label's relationship with and pitch new releases to select digital music services.
- Manage Sub Pop's relationship with its Canadian distributor, ensuring releases are well-stocked and marketed appropriately in Canada.
- Hire and supervise the sales department intern.
- Over a decade of experience as the sales rep and primary contact for hundreds of independent record stores throughout the U.S.
- Extensive experience collaborating on sales and marketing efforts with, and reporting to, stakeholders within Sub Pop, and artists/managers.
- Ad-hoc projects such as the initial application and stock orders for the Sub Pop SeaTac Airport store, support for Sub Pop's 2013 Silver Jubilee festival in Georgetown, and work as a lead contact for a distribution partnership with Bonnie Raitt.

As A&R:

- Scout, sign, and work closely with artists through their release campaigns, ensuring good communication and relations between artists and the label, and generally supporting artists' creative vision and careers. A&R projects include: King Tuff, Soundgarden, Downtown Boys, Goat, Lee Bains III & the Glory Fires, The Gotobeds, and more.
 - Re-launched the iconic Sub Pop Singles Club in 2018, acting as project manager and A&R lead for the ongoing subscription-based series, which has since included titles by OCNNotes, Pallbearer, Eddie Vedder, Kikagaku Moyo, Moor Mother, Sumac, Billy Childish, Zeal & Ardor, Hand Habits, among others.
-

The Vera Project | Spring 2002-April 2011 | Seattle, WA

Development Director (January 2009-April 2011)

Development Manager (January 2005-December 2008)

House Manager (Spring 2002-January 2005)

As Development Director:

- Worked closely with the other two co-directors of the organization, the board of directors, and the youth-led membership to develop and meet annual fund-raising goals while staying true to the grassroots, participatory mission and values of the organization.
- Raised approximately 70% of the organization's budget through a period of rapid growth.

- Built and maintained relationships with donors and supporters, including individuals, businesses, charitable foundations, and government funders.
- Produced benefit events, including a gala auction, bar nights, a charity run, holiday fairs.
- Worked with directors and stakeholders on long-term strategic plans and annual reviews.
- Fulfilled grant and sponsorship reporting requirements.
- Supervised two part-time office staff, an intern, and volunteers.

As Development Manager:

- Wrote all foundation, corporate, and government grant proposals, often exceeding goals.
- Grant-writing and support for the \$1.8 million 2006-2007 Viva Vera capital campaign, which built Vera’s current Seattle Center venue.
- Managed donor data, mailings, and development administration.
- Developed and supervised the fund-raising internship.

As House Manager

- Managed evening concerts from start to finish, opening the doors, orienting volunteers, coordinating event staff, working with performing artists, managing the crowd, settling funds, paying artists and staff, and closing the venue.

KEXP | May 2004-June 2014 | Seattle, WA

DJ, Sonic Reducer

- Co-founded and co-hosted weekly punk-rock radio show, booked in-studio performances and interviews, created year-end blog posts and the January 2009 Music That Matters podcast.

Singles Going Steady | April 2003-December 2008 | Seattle, WA

Fallout Records | April 2001-March 2003 | Seattle, WA

- Buyer and one of two to three employees at two long-running independent record stores focused on punk and underground music, art, and culture.

Skills

Proficient in Microsoft Office programs, strong written and verbal communication, general computer literacy, experience in Quickbooks, Fishbowl, Mailchimp, Google Drive, and various other tools.

Education

Pitzer College, Claremont, CA. Coursework completed for Media Studies major.

Additional Experience

- Served on National Endowment for the Arts grant review panel, July 2011.
- Board member, Northwest Development Officers’ Association, June 2008-May 2011.
- Years of booking, promoting, and performing at DIY shows, including U.S. and Australian tours.
- Volunteer DJ, KSPC 88.7fm, Claremont, CA, January 1996-May 1999.

Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Commissioner	Kelli Faryar	9/1/23	8/31/26	1	Mayor
6	M	2	2.	Commissioner	Nick Turner	9/1/23	8/31/26	1	City Council
6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/23	8/31/26	2	Mayor
6	M	2	4.	Commissioner	Jason Clackley	9/1/20	8/31/23	1	City Council
6	F	2	5.	Commissioner	Anne Berry O'Dowd	9/1/23	8/31/26	2	Mayor
9	M	n/a	6.	Commissioner	Eric Lilavois	9/1/20	8/31/23	1	City Council
2	M	5	7.	Commissioner	Terry Morgan	9/1/21	8/31/24	2	Mayor
2	F	2	8.	Commissioner	Bunnie Moore	9/1/21	8/31/24	1	City Council
3	F	6	9.	Commissioner	Paula Nava Madrigal	9/1/21	8/31/24	2	Mayor
6	NB	3	10.	Commissioner	Andrea Friedman	9/1/21	8/31/24	1	City Council
3	F	3	11.	Chair	Kitty Wu	9/1/21	8/31/24	2	Mayor
2	F	1	12.	Commissioner	Adra Boo	9/1/21	8/31/24	1	City Council
7	M	2	13.	Commissioner	Keola Kama	9/1/21	8/31/24	1	Mayor
1	M	7	14.	Commissioner	Nate Omdal	9/1/21	8/31/24	2	City Council
6	F	7	15.	Commissioner	Shannon Welles	9/1/22	8/31/25	2	Mayor
1	F	2	16.	Commissioner	Casey Carter	9/1/22	8/31/25	2	City Council
3	M	3	17.	Commissioner	Jovino Santos Neto	9/1/22	8/31/25	2	Mayor
2	M	n/a	18.	Commissioner	Julius Robinson	9/1/22	8/31/25	1	City Council
6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	2	Mayor
6	F	5	20.	Commissioner	Denise Burnside	9/1/22	8/31/25	2	City Council
6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial							
Mayor	5	7			0	1	3			6	1		0							
Council	4	4		1	2	3	0			3	0		1							
Other																				
Total	9	11		1	2	4	3			9	1		1							

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
 - **G List gender identity, 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 voluntary.*



Legislation Text

File #: CB 120645, Version: 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to controlled substances; adding the crimes of knowing possession of a controlled substance and use of a controlled substance in a public place; amending Section 12A.09.020 of the Seattle Municipal Code; and adding a new Section 3.28.141 to the Seattle Municipal Code.

WHEREAS, in 2021, the Washington State Supreme Court struck down Washington's criminal statute prohibiting possession of a controlled substance in the case of *State v. Blake*; and

WHEREAS, in *State v. Blake*, the Washington Supreme Court determined it was necessary for the State to require proof of *knowing* possession of a controlled substance to obtain a conviction; and

WHEREAS, in response to *State v. Blake*, the State Legislature passed ESB 5476, which it subsequently amended in May 2023 with 2E2SSB 5536; and

WHEREAS, prior to *State v. Blake*, drug possession was a Class C felony, and cases in Seattle were referred to the King County Prosecuting Attorney for review and a determination of whether to file criminal charges and were processed through the King County Superior Court system; and

WHEREAS, 2E2SSB 5536 reclassifies the knowing possession of a controlled substance, and the knowing use of a controlled substance in a public place, as gross misdemeanors; and

WHEREAS, Council Bill 120586, received by the City Clerk on May 17, 2023, aimed to adopt 2E2SSB 5536 into the Seattle Municipal Code, but was rejected by a 5 to 4 vote of the City Council on June 6, 2023; and

WHEREAS, the reclassification provisions took effect on July 1, 2023, and certain other provisions of the law will take effect on August 15, 2023, and January 1, 2025; and

WHEREAS, with the State’s reclassification of these offenses to gross misdemeanors, it is necessary for The City of Seattle to adopt the State statute so that the Seattle City Attorney may receive and evaluate referrals submitted by Seattle police, and consider these offenses for prosecution or alternative disposition in the Municipal Court; and

WHEREAS, in lieu of jail booking and referral to the prosecutor, 2E2SSB 5536 encourages law enforcement to offer a referral to assessment and services, which may include, but are not limited to, arrest and jail alternative programs, law enforcement assisted diversion programs, and the recovery navigator program; and

WHEREAS, people suffering from substance use disorders need treatment, and arrest in the case of knowing possession or use in a public place of a controlled substance should occur only when there is a threat to the peace and wellbeing of the community or a threat of harm to others; and

WHEREAS, whenever possible, The City of Seattle should seek to divert individuals into case management and substance use disorder treatment services, and police arrest policies under this ordinance should reflect officers’ best attempt to distinguish between the need to arrest and efforts to divert; and

WHEREAS, while pre-booking diversion and community-based care are preferred, there may be unique articulable circumstances that are so acute or problematic that they make pre-booking diversion alternatives an ineffective response to the situation; and

WHEREAS, as the county’s designated Behavioral Health Administrative Service Organization, King County is responsible, in part, for delivering countywide services related to mental and behavioral health and substance use disorder care and treatment; and

WHEREAS, The City of Seattle is committed to coordinating with King County government as it endeavors to provide these services to county residents, including those within Seattle; and

WHEREAS, the City supports a framework that diverts individuals away from the criminal legal system and to services to address individual needs where appropriate; and

WHEREAS, that framework, of which a substantial part is diversion through the Let Everyone Advance with Dignity (LEAD) program, has the ability to sufficiently support diversion for this population that is both eligible and appropriate for that intervention, as long as it is provided with sufficient resources and the City is prioritizing referrals from police at the point of arrest for pre-booking diversion; and

WHEREAS, if there are insufficient resources to support pre-booking diversion for this population and a priority for pre-booking diversion is maintained over other types of referral to maintain coverage of the law enforcement-involved population, it is possible that access to program services for individuals connected to LEAD outside of police referrals could be negatively impacted, leading to a situation in which the primary entry into the diversion system is through contact with law enforcement; and

WHEREAS, the Mayor “introduced a plan to invest \$27 million toward facilities, treatments, and services to address the opioid crisis - a significant investment to save lives and improve access to care,” according to his July 31, 2023 press release; and

WHEREAS, The City of Seattle recognizes that prior federal, state, and local drug offense law enforcement and policies, including the “war on drugs,” disproportionately impacted Black, Indigenous, and People of Color and caused trauma and pain that lingers still today in these communities; and

WHEREAS, The City of Seattle is committed to not repeating the errors of the past and will work to have the implementation of this ordinance balance public safety with the well-being of individuals using controlled substances; and

WHEREAS, the Mayor has requested and the City Auditor has agreed to conduct an audit to identify and document evidence-informed place-based interventions for reducing substance use disorder-related crime, disorder, and overdose incidents among people using drugs in areas with high levels of concentrated crime to help the city government better respond to the urgent need in Seattle to address escalating drug overdoses, fatalities, crime, and victimization associated with substance use disorder that are concentrated in and around specific public places; and

WHEREAS, the data and recommendations requested from the Office of Inspector General for Public Safety (OIG) would complement the work of the City Auditor; and

WHEREAS, because the City of Seattle would be implementing provisions related to harm that constitute an addition to the state law, an independent review of the administration and effectiveness of those provisions is warranted along with any recommendations for improvement; and

WHEREAS, such an independent review would assist the Executive and the Council in determining whether the policy guidance regarding diversion is affecting the ability of Seattle Police Department officers to promote public safety; and

WHEREAS, this ordinance and related efforts to increase the availability of substance use disorder care and treatment services, including diversion from the criminal justice system are necessary to protect the peace and welfare of the city, the City government's primary responsibility as stated in the preamble to the City Charter; and

WHEREAS, consistent with Mayor Bruce Harrell's Executive Order 2023-04 addressing the Opioid and Synthetic Narcotics Crisis, issued on April 17, 2023, which identified treatment and services geared towards addressing substance abuse and overdose and committed to prioritizing enforcing sales and distribution related crimes; and

WHEREAS, in furtherance of Executive Order 2023-04, the Mayor announced on June 12, 2023 the creation of a stakeholder workgroup, the Fentanyl Systems Task Force, to advance effective and sustainable solutions to address the knowing possession or public use of controlled substances in public places; and

WHEREAS, the Mayor's Fentanyl Systems Task Force and its subgroups will review and make policy and implementation recommendations on effective substance use disorder diversion services and treatment programs consistent with 2E2SSB 5536, identifying options for pre-arrest, pre-booking, pre-trial and post-sentencing diversion; and

WHEREAS, the Mayor's Fentanyl Systems Task Force and its subgroups will further evaluate a potential

successor to community court and other innovative possibilities for effective and restorative post-file diversion and court systems; and

WHEREAS, the Mayor will issue a Public Health and Safety Executive Order requiring that (a) the Seattle Police Department (SPD) create a policy establishing diversion and treatment as the standard approach for most instances of knowing possession and public use of controlled substances, and setting guidelines on circumstances when an arrest is appropriate, and (b) City departments collect data with sufficient frequency to achieve a general baseline of data or average number in order to measure the number of individuals the City is trying to assist; and

WHEREAS, the Public Health and Safety Executive Order will further set expectations around outreach to be conducted with those possessing and publicly using controlled substances; individuals who reside with, care for, or interact with those possessing and publicly using controlled substances; members of the of the criminal justice system; members of the treatment and service provider community; and others directly affected by public drug use; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City finds and declares:

A. In recent years, drug overdoses and overdose deaths have increased dramatically in Washington State. As of February 2023, according to the Centers for Disease Control and Prevention, Washington has the highest increase in overdose deaths-24 percent over 2022-in the country, from 2,348 to 2,910. In Seattle, there were 589 overdose deaths in 2022, compared to 342 in 2021, an increase of 72 percent.

B. Between January 1, 2023, and June 30, 2023-the first six months of the year-Seattle has recorded 378 overdose deaths compared to 202 in the same period in 2022, an increase of 87 percent. There were also 2,237 non-fatal overdose events, compared to 1,075 in 2022, an increase of 108 percent. The widespread availability and use of these deadly synthetic drugs are straining City resources and, as such, negatively impacts the provision of other emergency medical services.

C. Most of these nonfatal overdose incidents and overdose deaths involve synthetic fentanyl, synthetic methamphetamine, or both. These drugs are readily available, inexpensive, and deadly.

D. This is a regional crisis as well. In all of King County, including Seattle, in the first six months of 2023, emergency medical responses to opioid overdoses have surged to 4,108 compared to 2,374 in 2022, an increase of 73 percent.

E. The public use of controlled substances has historically been unchecked in certain areas of the city, harming individual users, adjacent businesses, transit riders, and people traveling to school, work, retail stores, or trying to enjoy the City’s parks and other public places. Significant crime and street disorder are associated with selling, possessing, and using these drugs in public spaces.

F. From January 1 to July 31, 2023, the Seattle Fire Department (SFD) reported 2350 overdose responses in public places by SFD, SPD, and the public, an average of more than 11 each day, with 40 percent of first overdose reversal dosages administered by a bystander. Given this, the enforcement strategy for public use and possession offenses must consider the potential harm that can be done if people using drugs avoid public spaces where they can be helped by first responders and the public; and

G. The use of controlled substances in public places creates a public health and safety threat to the peace and welfare of the City, and all available resources and tools should be used to address this crisis.

Section 2. Section 12A.09.020 of the Seattle Municipal Code, last amended by Ordinance 126691, is amended as follows:

12A.09.020 Adoption of RCW sections

The following RCW sections as amended are adopted by reference:

* * *

43.43.754’s crime of refusal to provide DNA

69.50.101 - Definitions (except that cannabis is not included in the definition of “controlled substance”)

69.50.204 - Schedule I (except that cannabis is not included)

69.50.206 - Schedule II

69.50.208 - Schedule III

69.50.210 - Schedule IV

69.50.212 - Schedule V

69.50.4013(1), (2), (7), and (8) as amended by 2E2SSB 5536 (68th Legislature, 2023 1st Special Session), Section 2

The section created by 2E2SSB 5536, Section 9 (except that these provisions apply to all misdemeanors and gross misdemeanors for public use and possession of a controlled substance)

The section created by 2E2SSB 5536, Section 10 (except that these provisions apply to all misdemeanors and gross misdemeanors for public use and possession of a controlled substance)

* * *

Section 3. A new Section 3.28.141 is added to the Seattle Municipal Code as follows:

3.28.141 Policies governing arrests for knowing possession of a controlled substance and use of a controlled substance in a public place

A. The provision of this Section 3.28.141 apply to enforcement of RCW 69.50.4013(1), (2), (7), and (8) as amended by 2E2SSB 5536 (68th Legislature, 2023 1st Special Session), Section 2.

B. Policy. Consistent with any public health and safety-related Mayor-issued executive orders, the Seattle Police Department (SPD) will adopt policies governing arrests for the crimes described in subsection 3.28.141.A. These new policies will seek to minimize use of force and incorporate de-escalation and crisis intervention that reflect existing SPD policies in those areas. SPD will train its officers on these new policies.

C. Body-worn videos. When officers interact with individuals allegedly committing the crimes described in subsection 3.28.141.A, officers shall comply with SPD policies and procedures for body-worn video cameras and/or other equipment intended to record officer interactions with the public.

D. Probable cause for arrest. An officer must have probable cause for arrest.

E. Arrest: Nothing in this section or in any other provisions of this ordinance shall mandate an arrest to occur.

F. Diversion. Diversion, treatment, and other alternatives to booking are the preferred approach when enforcing the crimes adopted under this Section described in subsection 3.28.141.A.

1. SPD policies adopted under this Section 3.28.141 will contain guidance on diversion.

2. SPD policies will state that diversion and referral to services is the preferred response to the crimes described in subsection 3.28.141.A.

3. A lack of diversion opportunities shall not be a reason for arrest.

4. SPD shall collect data and report to the City Council Public Safety and Human Services Committee or its successor that identifies the racial composition of those:

a. Arrested and diverted to community-based services prior to jail booking or referral for prosecution; and

b. Booked and referred for prosecution.

G. Threat of harm to others. When considering making an arrest, releasing, or diverting an individual, pursuant to subsection 3.28.141.F, officers may determine whether the individual, through their actions and conduct, presents a threat of harm to others. This determination will occur after probable cause has been established. This determination is based on the totality of the circumstances and the officer's training and experience. SPD policy will identify factors to guide officers when assessing the threat of harm presented by the individual. The threat of harm assessment governs officer decisionmaking and is not an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

H. Threat of harm to self

1. If an officer determines there is probable cause to arrest, and the officer's assessment indicates that the individual does not pose a threat of harm to others, the individual only poses a threat of harm to self.

2. An officer may attempt to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest. An officer may arrest at the officer's discretion to avoid additional self harm.

3. An officer will not arrest when the individual only poses a threat of harm to self absent articulable facts and circumstances warranting such action.

4. The threat of harm assessment will govern officer decisionmaking and will not be an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

I. Officer safety. Nothing in this Section 3.28.141 is intended to compromise the safety or well-being of police officers.

J. An officer's failure to comply with subsections 3.28.141.G and 3.28.141.H, or any other provisions of this legislation, will not be a basis to exclude or render inadmissible any subsequently obtained evidence.

K. Reporting Requirements

1. If an officer determines, based on the totality of circumstances, that an arrest is authorized by this Section 3.28.141, an arrest report shall be completed by the officer that includes, at a minimum, the facts establishing probable cause, an assessment of the threat presented by the individual, and whether, and in what manner, arrest or diversion was considered or utilized.

2. The Office of Inspector General for Public Safety (OIG) (and/or an independent, academically based research organization engaged by OIG) and SPD shall work with the City Attorney's Office, Seattle Municipal Court, the Seattle Fire Department, and any other relevant departments to obtain the data described in subsections 3.28.141.L.1 through 3.28.141.L.12 by January 1, 2025 and annually on January 1 until 2030.

3. To the extent practicable, SPD officers shall collect and record in the department's record management system (RMS) data each contact with an individual in pursuit of enforcement of the crimes described in subsection 3.28.141.A and the number of attempts to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection 3.28.141.F. If SPD is unable to collect the

data described in this subsection 3.28.141.K.3, SPD and OIG shall endeavor to collect such data from service providers.

L. Annual reporting and recommendations. OIG and/or an independent, academically based research organization engaged by the Office of the Inspector General shall review implementation of this Section 3.28.141 to determine the impact of subsections 3.28.141.G and 3.28.141.H, including but not limited to the ability of SPD officers to effectively address incidents described in subsection 3.28.141.A and based upon that review, provide recommendations to improve this Section 3.28.141 and related policy. OIG shall also provide recommendations regarding data collection and operationalization of such data collection to improve the City's ability to assess the effectiveness of this ordinance. A preliminary report shall be provided to the Council by June 30, 2025. The following data, or an explanation of why the data is unavailable, and written recommendations shall be provided by the OIG to the Council by December 31, 2025, and at least annually by December 31 until 2030:

1. The number of drug overdoses in Seattle on a quarterly basis (including baseline years of 2019 - 2022 and the first three quarters of 2023);
2. The number of shootings in which drugs were present or an individual was under the influence of drugs within Seattle on a quarterly basis (including baseline years of 2019 - 2022 and the first three quarters of 2023);
3. The number of 911 calls about use of controlled substances in a public place on a quarterly basis (including baseline years of 2019 - 2022 and the first three quarters of 2023);
4. The number of documented contacts between police officers, including community service officers, and individuals encountered in pursuit of enforcement of the crimes described in subsection 3.28.141.A;
5. The number of attempts by police officers, including community service officers, to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection

3.28.141.F;

6. The number of arrests for the crimes described in subsection 3.28.141.A;

7. The number of individuals transported for booking at jail and of that number: the name of the jail, the number of individuals who are booked into jail, the number of individuals the jail did not accept, the number of individuals transported to a medical facility, and the number of individuals released without booking into jail or being transported to a medical facility;

8. The number of possession and public use cases referred to the City Attorney's Office for prosecution;

9. The number of referred cases dismissed before or during trial, including pre-filing diversion cases;

10. The reasons for dismissal of referred cases;

11 The results of any interviews of SPD personnel with experience in the field implementing this Section 3.28.141 and their suggestions, if any, for improving the law or related policies, including the feasibility of implementing subsection 3.28.141.G and 3.28.141.H; and

12. Any other information deemed by OIG as helpful for the purposes of the review required by this subsection 3.28.141.L or providing written recommendations.

M. Based on officer availability, location, and deployment limitations, SPD shall seek to prioritize use of officers who have received at least 40 hours of crisis intervention team (CIT) training when enforcing the crimes described in subsection 3.28.141.A.

Section 4. Given that there are numerous unscaled community-based care teams in Seattle and that an effective response to complex behavioral health needs requires coordination and division of labor, this ordinance establishes a behavioral health alternatives committee. This committee shall advise the Mayor, City Council, the Seattle Police Department (SPD), and the Civilian Assisted Response and Engagement (CARE) Department on an ongoing basis regarding any need for change in operationalized police protocols, legislation,

or other policies. Committee approval shall not be required prior to implementation of SPD policies.

A. Reporting. The behavioral health alternatives committee created in this section shall produce bi-annually a report that identifies for individuals who are referred to diversion through SPD social contact, demographic and other information as recommended by the state’s substance abuse and recovery services plan. Data used to produce the report shall be made available to the City for subsequent analysis to include persons who were arrested, booked, or prosecuted for the crimes described in subsection 3.28.141.A of the Seattle Municipal Code.

Section 5. This legislation is enacted as an exercise of the police power of the City of Seattle to protect the public peace, health, safety, and welfare, and its provisions shall be liberally construed to accomplish those purposes. The express purpose of this code is to promote the health, safety, and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this code or ordinance. The specific intent of this legislation is to provide guidance to police officers enforcing the crimes described in subsection 3.28.141.A. and increase public safety. No provision or term used in this code is intended to impose any duty whatsoever on the City, or any of its officers or employees.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2023, and signed by
me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
	Andrew Myerberg	

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to controlled substances; adding the crimes of possession of a controlled substance and use of a controlled substance in a public place; amending Section 12A.09.020 of the Seattle Municipal Code; and adding a new Section 3.28.141 to the Seattle Municipal Code.

Summary and Background of the Legislation: This legislation results from a collaborative effort to identify a public health approach to the public safety impact of public use and possession of controlled substances.

The legislation makes the use or possession of controlled substances in a public place a gross misdemeanor in the City of Seattle. Earlier in 2023, the Washington state legislature passed 2E2SSB 5536, which makes the use or possession of controlled substances in a public place a gross misdemeanor in the state of Washington. Revised Code of Washington (RCW) 69.50.608 and RCW 35.22.208(35) require the penalty and disposition provisions of the City’s criminal ordinances to be the same as provided for in state law. Adopting this legislation aligns the City’s provisions with the newly enacted state provisions and allows the City (via the City Attorney’s Office) to prosecute the use or possession of a controlled substance in a public place as a gross misdemeanor.

Importantly, this legislation clarifies that diversion – pre-arrest, post-arrest, or pre-file – is the preferred approach when enforcing public use and possession offenses. It also includes a threat of harm standard to help guide police officer decision-making and to reduce the likelihood of arrest. Lastly, this legislation expressly adopts the diversion requirements outlined in 2E2SSB 5536, Sections 2, 9, and 10.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

This legislation may increase the number of criminal charges filed in the Seattle Municipal Court. A significant increase could eventually result in a need for additional resources in the

City Attorney’s Office, the Seattle Municipal Court, or an expansion of the City’s contracted work with the King County Office of the Public Defender.

This legislation may also result in the need for additional investments in diversion systems, including at pre-arrest, arrest, pre-file, and post-file stages. This need will be explored by the diversion workgroup created as part of Mayor Harrell’s Fentanyl Systems Work Group.

Are there financial costs or other impacts of *not* implementing the legislation?

We are unaware of any direct financial impacts as a result of not implementing this legislation.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Resources in the City Attorney’s Office and Seattle Municipal Court may be needed for prosecution of a gross misdemeanor resulting from this legislation. HSD may also require additional funding to support increases to diversion programs.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

Historically in the United States, drug use and possession laws have disproportionately impacted BIPOC and other vulnerable communities. This legislation does not require arrest or prosecution for the gross misdemeanors it creates, nor is its goal arrest, prosecution, or incarceration. To the contrary, it identifies diversion as the preferred approach when enforcing these laws. This legislation is intended as one of several tools available to public safety teams and other responders, but the goal is to connect people with recovery services.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

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

No.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)?**

N/A

Amendment A Version 1 to CB 120645 - MO Public Safety and Health Response to the Opioid
Crisis ORD

Sponsor: Councilmember Herbold
Technical and clarifying edits

Effect: This amendment would make technical and clarifying edits for consistency in drafting convention and ease of understanding.

Amend Section 3 of CB 120645 as follows:

Section 3. A new Section 3.28.141 is added to the Seattle Municipal Code as follows:

3.28.141 Policies governing arrests for knowing possession of a controlled substance and use of a controlled substance in a public place

A. The provisions of this Section 3.28.141 apply to enforcement of RCW 69.50.4013(1), (2), (7), and (8) as amended by 2E2SSB 5536 (68th Legislature, 2023 1st Special Session), Section 2.

B. Policy. Consistent with any public health and safety-related Mayor-issued executive orders, the Seattle Police Department (SPD) will adopt policies governing arrests for the crimes described in subsection 3.28.141.A. These new policies will seek to minimize use of force and incorporate de-escalation and crisis intervention that reflect existing SPD policies in those areas. SPD will train its officers on these new policies.

C. Body-worn videos. When officers interact with individuals allegedly committing the crimes described in subsection 3.28.141.A, officers shall comply with SPD policies and procedures for body-worn video cameras and/or other equipment intended to record officer interactions with the public.

D. Probable cause for arrest. An officer must have probable cause for arrest.

E. Arrest: Nothing in this ~~((section))~~ Section 3.28.141 or in any other provisions of this ~~((ordinance))~~ legislation shall mandate an arrest to occur.

F. Diversion. Diversion, treatment, and other alternatives to booking are the preferred approach when enforcing the crimes adopted under this Section 3.28.141 as described in subsection 3.28.141.A.

1. SPD policies adopted under this Section 3.28.141 will contain guidance on diversion.

2. SPD policies will state that diversion and referral to services is the preferred response to the crimes described in subsection 3.28.141.A.

3. A lack of diversion opportunities shall not be a reason for arrest.

4. SPD shall collect data and report to the City Council Public Safety and Human Services Committee or its successor that identifies the racial composition of those:

a. Arrested and diverted to community-based services prior to jail booking or referral for prosecution; and

b. Booked and referred for prosecution.

G. Threat of harm to others. When considering making an arrest, releasing, or diverting an individual, pursuant to subsection 3.28.141.F, officers may determine whether the individual, through their actions and conduct, presents a threat of harm to others. This determination will occur after probable cause has been established. This determination is based on the totality of the circumstances and the officer's training and experience. SPD policy will identify factors to guide officers when assessing the threat of harm presented by the individual. The threat of harm assessment governs officer decisionmaking and is not an element of the crime to be proved

during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

H. Threat of harm to self

1. If an officer determines there is probable cause to arrest, and the officer's assessment indicates that the individual does not pose a threat of harm to others, the individual only poses a threat of harm to self.

2. An officer may attempt to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest. An officer may arrest at the officer's discretion to avoid additional ~~((self harm))~~ harm to self.

3. An officer will not arrest when the individual only poses a threat of harm to self absent articulable facts and circumstances warranting such action.

4. The threat of harm assessment will govern officer decisionmaking and will not be an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

I. Officer safety. Nothing in this Section 3.28.141 is intended to compromise the safety or well-being of police officers.

J. An officer's failure to comply with this Section 3.28.141 shall not render an arrest unlawful if the arrest is otherwise supported by probable cause ~~((subsections 3.28.141.G and 3.28.141.H, or any other provisions of this legislation, will not be a basis to exclude or render inadmissible any subsequently obtained evidence))~~.

K. Reporting ~~((Requirements))~~ requirements

1. If an officer determines, based on the totality of circumstances, that an arrest is authorized by this Section 3.28.141, an arrest report shall be completed by the officer that

includes, at a minimum, the facts establishing probable cause, an assessment of the threat presented by the individual, and whether, and in what manner, arrest or diversion was considered or utilized.

2. The Office of Inspector General for Public Safety (OIG) (and/or an independent, academically based research organization engaged by OIG) and SPD shall work with the City Attorney's Office, Seattle Municipal Court, the Seattle Fire Department, and any other relevant departments to obtain the data described in subsections 3.28.141.L.1 through 3.28.141.L.12 by January 1, 2025 and annually on January 1 until 2030.

3. To the extent practicable, SPD officers shall collect and record in the department's record management system (RMS) data each contact with an individual in pursuit of enforcement of the crimes described in subsection 3.28.141.A and the number of attempts to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection 3.28.141.F. If SPD is unable to collect the data described in this subsection 3.28.141.K.3, SPD and OIG shall endeavor to collect such data from service providers.

L. Annual reporting and recommendations. OIG and/or an independent, academically based research organization engaged by ~~((the Office of the Inspector General))~~ OIG shall review implementation of this Section 3.28.141 to determine the impact of subsections 3.28.141.G and 3.28.141.H, including but not limited to the ability of SPD officers to effectively address incidents described in subsection 3.28.141.A and based upon that review, provide recommendations to improve this Section 3.28.141 and related policy. OIG shall also provide recommendations regarding data collection and operationalization of such data collection to improve the City's ability to assess the effectiveness of this ~~((ordinance))~~ legislation. A

preliminary report shall be provided to the Council by June 30, 2025. The following data, or an explanation of why the data is unavailable, and written recommendations shall be provided by the OIG to the Council by December 31, 2025, and at least annually by December 31 until 2030:

1. The number of drug overdoses in Seattle on a quarterly basis (including baseline years of 2019 – 2022 and the first three quarters of 2023);
2. The number of shootings in which drugs were present or an individual was under the influence of drugs within Seattle on a quarterly basis (including baseline years of 2019 – 2022 and the first three quarters of 2023);
3. The number of 911 calls about use of controlled substances in a public place on a quarterly basis (including baseline years of 2019 – 2022 and the first three quarters of 2023);
4. The number of documented contacts between police officers, including community service officers, and individuals encountered (~~(in pursuit of)~~ during enforcement of the crimes described in subsection 3.28.141.A;
5. The number of attempts by police officers, including community service officers, to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection 3.28.141.F;
6. The number of arrests for the crimes described in subsection 3.28.141.A;
7. The number of individuals transported for booking at jail and of that number: the name of the jail, the number of individuals who are booked into jail, the number of individuals the jail did not accept, the number of individuals transported to a medical facility, and the number of individuals released without booking into jail or being transported to a medical facility;

8. The number of possession and public use cases referred to the City Attorney's Office for prosecution;

9. The number of referred cases dismissed before or during trial, including pre-filing diversion cases;

10. The reasons for dismissal of referred cases;

11 The results of any interviews of SPD personnel with experience in the field implementing this Section 3.28.141 and their suggestions, if any, for improving the law or related policies, including the feasibility of implementing subsection 3.28.141.G and 3.28.141.H; and

12. Any other information deemed by OIG as helpful for the purposes of the review required by this subsection 3.28.141.L or providing written recommendations.

M. Based on officer availability, location, and deployment limitations, SPD shall seek to prioritize use of officers who have received at least 40 hours of crisis intervention team (CIT) training when enforcing the crimes described in subsection 3.28.141.A.

Section 4. Given that there are numerous unscaled community-based care teams in Seattle and that an effective response to complex behavioral health needs requires coordination and division of labor, this ~~((ordinance))~~ legislation establishes a behavioral health alternatives committee. This committee shall advise the Mayor, City Council, the Seattle Police Department (SPD), and ~~((the Civilian Assisted Response and Engagement (CARE) Department))~~ other public safety-related departments on an ongoing basis regarding any need for change in operationalized police protocols, legislation, or other policies. Committee approval shall not be required prior to implementation of SPD policies.

A. Reporting. The behavioral health alternatives committee created in this section shall produce bi-annually a report that identifies for individuals who are referred to diversion through SPD social contact, demographic and other information as recommended by the state's substance abuse and recovery services plan. Data used to produce the report shall be made available to the City for subsequent analysis to include persons who were arrested, booked, or prosecuted for the crimes described in subsection 3.28.141.A of the Seattle Municipal Code.

Section 5. This legislation is enacted as an exercise of the police power of the City of Seattle to protect the public peace, health, safety, and welfare, and its provisions shall be liberally construed to accomplish those purposes. The express purpose of this ~~((code))~~ legislation is to promote the health, safety, and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this ~~((code or ordinance))~~ legislation. The specific intent of this legislation is to provide guidance to police officers enforcing the crimes described in subsection 3.28.141.A. of the Seattle Municipal Code and increase public safety. No provision or term used in this ~~((code))~~ legislation is intended to impose any duty whatsoever on the City, or any of its officers or employees.

Amendment B Version 1 to CB 120645 - MO Public Safety and Health Response to the Opioid Crisis ORD

Sponsor: Councilmember Nelson

Striking establishment of a behavioral health advisory committee and associated reporting requirements

Effect: This amendment would strike a provision establishing a behavioral health advisory committee to advise the City regarding the need for changes in this law or other policies related to this law. It would also remove the request for data showing the demographics and other information recommended by the state's substance abuse and recovery services plan.

Amend Section 4 of CB 120645 as follows and renumber subsequent sections as appropriate:

~~((Section 4. Given that there are numerous unsealed community-based care teams in Seattle and that an effective response to complex behavioral health needs requires coordination and division of labor, this ordinance establishes a behavioral health alternatives committee. This committee shall advise the Mayor, City Council, the Seattle Police Department (SPD), and the Civilian Assisted Response and Engagement (CARE) Department on an ongoing basis regarding any need for change in operationalized police protocols, legislation, or other policies. Committee approval shall not be required prior to implementation of SPD policies.—~~

~~A. Reporting. The behavioral health alternatives committee created in this section shall produce bi-annually a report that identifies for individuals who are referred to diversion through SPD social contact, demographic and other information as recommended by the state's substance abuse and recovery services plan. Data used to produce the report shall be made available to the City for subsequent analysis to include persons who were arrested, booked, or prosecuted for the crimes described in subsection 3.28.141.A of the Seattle Municipal Code.))~~

Amendment C Version 1 to CB 120645 - MO Public Safety and Health Response to the Opioid
Crisis ORD

Sponsor: Councilmember Nelson

Striking prioritization of officers with CIT training

Effect: This amendment would strike a provision asking that SPD prioritize the use of officers with 40 or more hours of crisis intervention team (CIT) training. This removal of this provision would allow any officer regardless of their CIT training to respond to these crimes.

Amend Section 3 of CB 120645 as follows;

**3.28.141 Policies governing arrests for knowing possession of a controlled substance and
use of a controlled substance in a public place**

* * *

~~((M. Based on officer availability, location, and deployment limitations, SPD shall seek to prioritize use of officers who have received at least 40 hours of crisis intervention team (CIT) training when enforcing the crimes described in subsection 3.28.141.A.))~~

Amendment D Version 1 to CB 120645 - MO Public Safety and Health Response to the Opioid
Crisis ORD

Sponsor: Councilmember Mosqueda

Changing direction to officers when making an assessment of threat of harm from discretionary
to mandatory

Effect: This amendment would change the reference from “may” to “will” in subsections 3.28.141.G and H when directing an officer to assess whether an individual poses a threat of harm to others and make an attempt to divert for individuals who only pose a threat of harm to themselves. This change would require an officer to both make an assessment of threat of harm to others and make an attempt to divert when an individual only poses a threat of harm to themselves.

Amend Section 3 of CB 120645 as follows:

3.28.141 Policies governing arrests for public use and possession of controlled substances

* * *

G. Threat of harm to others. When considering making an arrest, releasing, or diverting an individual, pursuant to subsection 3.28.141.F, officers ~~((may))~~ will determine whether the individual, through their actions and conduct, presents a threat of harm to others. This determination will occur after probable cause has been established. This determination is based on the totality of the circumstances and the officer’s training and experience. SPD policy will identify factors to guide officers when assessing the threat of harm presented by the individual. The threat of harm assessment governs officer decisionmaking and is not an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

H. Threat of harm to self

1. If an officer determines there is probable cause to arrest, and the officer's assessment indicates that the individual does not pose a threat of harm to others, the individual only poses a threat of harm to self.

2. An officer ~~((may))~~ will attempt to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest. An officer may arrest at the officer's discretion to avoid additional self harm.

3. An officer will not arrest when the individual only poses a threat of harm to self absent articulable facts and circumstances warranting such action.

4. The threat of harm assessment will govern officer decisionmaking and will not be an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

* * *



Legislation Text

File #: CB 120654, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment, commonly referred to as the Third Quarter 2023 Employment Ordinance; returning positions to the Civil Service system; exempting a position from the Civil Service system; administratively adjusting the salary schedule for two titles; and establishing three new titles; all by a 2/3 vote of the City Council.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Returning seven exempt positions to Civil Service status. As recommended by the Seattle Human Resources Director in the Classification Determination Report specified, the following positions are returned to Civil Service:

- 2 vacant positions (10007504, 10007505) in Finance & Administrative Services, Strategic Advisor 2, General Government (Report #20291)
- 1 vacant position (10007677) in Seattle Public Utilities, Strategic Advisor 2, Utilities BU-P (Report #20484)
- 1 vacant position (10007676) in Seattle Public Utilities, Strategic Advisor 2, Utilities BU-P (Report #20492)
- 1 vacant position (10007480) in the Office of Immigrant and Refugee Affairs, Strategic Advisor 1, Human Services (Report #20565)
- 1 vacant position (10007800) in the Office of Economic Development, Strategic Advisor 1, Purchasing, Contracting, and Risk Management (Report #20576)
- 1 vacant position (10007445) in the Human Services Department, Manager 3, General Government

(Report #20515)

Section 2. Exempting one position from Civil Service status. As recommended by the Seattle Human Resources Director in the Classification Determination Report specified, the following position is exempted from Civil Service:

- 1 filled position (10006222) in Seattle Information Technology, Information Technology Professional A, Exempt (Report #20486)

Section 3. Administratively adjusting the wages for two titles. As recommended by the Seattle Human Resources Director, the following titles and salary rates are adjusted as displayed below, effective as of the date shown and pay is authorized as of the effective date:

Title	Salary Range
Personnel Analyst-Senior (current)	\$44.14 - \$45.75 - \$47.57 - \$49.49 - \$51.39
Personnel Analyst-Senior (proposed)	\$46.68 - \$48.48 - \$50.43 - \$52.41 - \$54.34
Personnel Analyst-Supervisor (current)	\$47.57 - \$49.49 - \$51.39 - \$53.45 - \$55.44
Personnel Analyst-Supervisor (proposed)	\$54.34 - \$56.46 - \$58.55 - \$60.78 - \$63.09
Report	20682
Effective Date	7/5/2023

Section 4. Establishing new titles and/or salaries. As recommended by the Seattle Human Resources Director, the following titles and salary rates are established as displayed below, effective as of the date shown and pay is authorized as of the effective date:

New Title	Salary Range
Community Crisis Responder I	\$36.47 - \$37.84 - \$39.28 - \$40.86 - \$42.57
Community Crisis Responder II	\$44.95 - \$46.68 - \$48.48 - \$50.43 - \$52.41
Community Crisis Responder Supervisor	\$48.48 - \$50.43 - \$52.41 - \$54.34 - \$56.46
Report	REQ20642
Effective Date	7/20/2023

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

Seattle Municipal Code Section 1.04.020.

Passed by a 2/3 vote of all the members of the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Seattle Human Resources	Amanda Grumbach	Kailani DeVille Joe Russell

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment, commonly referred to as the Third Quarter 2023 Employment Ordinance; returning seven positions to the Civil Service system; exempting a position from the Civil Service system; administratively adjusting the salaries of two titles; and establishing three new titles; all by a 2/3 vote of the City Council.

Summary and Background of the Legislation: If passed, this legislation would:

- a. Return seven positions to the Civil Service system. As a result of a classification review and determination, the positions no longer meet the exemption criteria.
- b. Exempt one position from the Civil Service system. As a result of the classification review and determination, the position was reclassified to a title exempt by the Municipal Code.
- c. Administratively adjust the salaries of two titles to match the current rate of pay. In 2012, the then Personnel Director adjusted the salaries of Personnel Analyst Senior and Personnel Analyst Supervisor to match Personnel Analyst Senior–Comp and Personnel Analyst Supervisor-Comp.
- d. Establish three new titles with corresponding rates of pay for the Community Crisis Responders series within the Community Safety and Communications Center.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No. There would be no direct costs associated with these personnel actions. Any discretionary costs that might be associated with an incumbent’s change in civil service status or establishing an employee’s pay would be absorbed by the department’s existing budget authority and would not require an appropriation of new funds. There is not an additional cost for establishing the new titles as the pay for the new titles is within the original budget request for the allocated positions. There will not be a financial impact from

the salary changes as the proposed changes to the two titles are administrative as these titles are currently paid at the proposed rates.

Are there financial costs or other impacts of *not* implementing the legislation?

This legislation is needed to appropriately designate civil service status which can have personnel implications. Not implementing the administrative changes to the salaries of the two titles will perpetuate an administrative burden into our new HR system. Not establishing the new titles in order to properly classify positions could result in the City inappropriately paying for a body of work.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

This legislation would affect Finance & Administrative Services, the Human Services Department, the Office of Economic Development, the Office of Immigrant and Refugee Affairs, Seattle Public Utilities, Seattle Information and Technology, and Community Safety and Communications Center.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

N/A

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

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

No.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A

September 15, 2023

MEMORANDUM

To: Seattle City Council
From: Karina Bull, Analyst
Subject: Council Bill 120654: Third Quarter 2023 Employment Ordinance

On September 19, 2023, the City Council (Council) will discuss and may vote on [Council Bill 120654](#), the Third Quarter Employment Ordinance. This memo provides an overview of the legislation and describes potential impacts.

Overview

The Council authorizes certain City of Seattle (City) personnel actions through quarterly employment ordinances. In the Third Quarter 2023 Employment Ordinance, Council would authorize the Seattle Department of Human Resources (SDHR) Director to:

1. Return seven positions to the civil service system,
 2. Exempt one position from the civil service system,
 3. Adjust the salary ranges for two job titles, and
 4. Establish three job titles with corresponding salary ranges.
1. Return seven positions to the civil service system.
- The SDHR Director has determined that the work performed by seven positions no longer meets the criteria for civil service exemption and recommends returning these positions to the civil service system. See Table 1 for information on these positions.

Table 1. Positions that would return to civil service.

	Department	Original Classification (Exempt)	Proposed Classification (Civil Service)	Vacancy Status
1	Finance and Administrative Services (2 positions)	Strategic Advisor 2, Exempt	Strategic Advisor 2, General Government	Vacant
2	Seattle Public Utilities (2 positions)	Strategic Advisor 2, Exempt	Strategic Advisor 2, Utilities BU-P	Vacant
3	Office of Immigrant and Refugee Affairs	Strategic Advisor 1, Exempt	Strategic Advisor 1, Human Services	Vacant
4	Office of Economic Development	Strategic Advisor 2, Exempt	Strategic Advisor 1, Purchasing, Contracting, and Risk Management	Vacant
5	Human Services Department	Executive 1	Manager 3, General Government	Vacant

Civil service provides a range of job protections for City employees, including merit-based hiring and promotions, opportunity for employees to correct performance issues, and “for cause” termination (i.e., termination based only on unsatisfactory job performance). In contrast, employees exempt from civil service may be appointed without a competitive hiring process and are subject to “at-will employment” (i.e., employment that may be terminated at any time for any reason not prohibited by law).

The [City Charter Article XVI, Section 3](#)¹ requires civil service membership for all City employees except for those in positions specifically exempted from civil service in the Charter and [Seattle Municipal Code \(SMC\) 4.13](#).² Approximately 90 percent of City employees are in the civil service.

The SDHR Director has authority under [Personnel Rule 2.2](#) to determine whether a position is exempt from civil service under SMC 4.13. The Director may exempt the following types of positions:

- Positions requiring a particularly high degree of professional responsiveness and individual accountability;
- Positions requiring a confidential or fiduciary relationship with the appointing authority; or
- Judicial positions requiring insulation as a third branch of government.

After making this determination, the SDHR Director may submit legislation to Council that recommends returning a position to civil service or exempting the position from civil service. Council also has authority to introduce legislation on civil service classification.

2. Exempt one position from the civil service system.

The SDHR Director has determined that the work performed by one position meets the criteria for civil service exemption and recommends exempting this position from the civil service system. The SDHR Director’s recommendation for this exemption will only take effect upon approval by two-thirds vote of the Council. See Table 2 for information on this position.

Table 2. Position that would be exempted from civil service.

	Department	Original Classification (Exempt)	Proposed Classification (Exempt)	Vacancy Status
1	Seattle Information Technology	Strategic Advisor 2, Exempt	Information Technology Professional A, Exempt	Filled

¹ Under the Charter, positions exempted from civil service include elected officers, certain appointive offices, assistant city attorneys, heads of departments, members of boards and commissions, and additional positions exempted by legislation approved by two-thirds vote of the Council.

² Under SMC 4.13, positions exempted from civil service include identified job titles in all employing units and specific positions. Examples of exempted job titles include temporary employees, interns, administrative secretaries, executives, office/maintenance aides, and exempt strategic advisors, managers, and information technology professionals. Examples of specific positions include electric utility executives at Seattle City Light, administrative staff and executive assistants identified by position number, and all directors of offices in the Executive Department.

3. Adjust the salary range for two job titles.

The SDHR Director recommends adjusting the salary range for two job titles. The salary adjustment would address a long-standing practice of paying employees in the Personnel Analyst, Senior and Personnel Analyst, Supervisor titles the same as their counterparts in the Compensation/Classification unit for equity purposes. This personnel action would permanently align the salary range of these titles and would impact ten positions with Personnel Analyst, Senior or Personnel Analyst, Supervisor titles. See Table 3 for information on these titles.

Table 3. Adjusted salary ranges.

	Title	Current Salary Range	Proposed Salary Range
1	Personnel Analyst, Senior	\$44.14 - \$45.75 - \$47.57 - \$49.49 - \$51.39	\$46.68 - \$48.48 - \$50.43 - \$52.41 - \$54.34
2	Personnel Analyst, Supervisor	\$47.57 - \$49.49 - \$51.39 - \$53.45 - \$55.44	\$54.34 - \$56.46 - \$58.55 - \$60.78 - \$63.09

4. Establish three job titles and corresponding salary ranges.

The SDHR Director recommends establishing job titles and corresponding salary ranges for three titles that were created and funded for the Community Safety and Communications Center (CSCC) in the City’s 2023 Mid-Year Supplemental Budget ([ORD 126876](#)). This personnel action would create titles and pay for seven positions in the CSCC. See Table 4 for information on these titles.

Table 4. Proposed job titles and corresponding salary ranges.

	Title	Proposed Salary Range
1	Community Crisis Responder I	\$36.47 - \$37.84 - \$39.28 - \$40.86 - \$42.57
2	Community Crisis Responder II	\$44.95 - \$46.68 - \$48.48 - \$50.43 - \$52.41
3	Community Crisis Responder Supervisor	\$48.48 - \$50.43 - \$52.41 - \$54.34 - \$56.46

Potential Impacts of CB 120654

Financial Impacts

There would be no direct costs associated with these personnel actions. Any discretionary costs that might be associated with an incumbent’s change in civil service status, classification, or salary range would be absorbed by the department’s existing budget authority and would not require appropriation of new funds.

Racial Equity Impacts

Increasing the number of positions with civil service status would support the City's commitment to eliminating racial disparities and achieving workforce equity.³ The City's [2021 Workforce Equity Update](#) reports that Black, Indigenous, and People of Color (BIPOC) employees, and especially BIPOC women, are underrepresented at the top levels (e.g., supervisors and high wage earners) of City employment when compared to the general population. Increasing the number of positions with civil service protections, especially those with opportunities for higher pay and/or additional benefits, could achieve more equity for BIPOC employees by requiring a competitive hiring process and removing the barriers that create risk and uncertainty for employees seeking career growth.

Exempting positions from civil service creates greater risk for employees. In recognition of these risks, SDHR has partnered with the City Budget Office and Finance Managers to prioritize civil service status for new positions and decrease the number of exemption requests submitted to Council. Additionally, SDHR is developing plans and cost estimates to refine the civil service exemption process to ensure more consistency and equity in the Director's recommended personnel actions. Pending funding in the 2024 Adopted Budget, SDHR intends to undertake this effort alongside a full compensation and classification program review, last performed over 30 years ago.

Please contact me if you have questions about this proposed legislation.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director
Yolanda Ho, Supervising Analyst

³ In the City's 2021 Workforce Equity Update Report, "workforce equity" is defined as (1) when the workforce is inclusive of people of color and other marginalized or under-represented groups at a rate representative of the greater Seattle area at all levels of government and (2) where institutional and structural barriers impacting employee attraction, selection, participation, and retention have been eliminated, enabling opportunity for employment success and career growth.



Legislation Text

File #: CB 120655, Version: 1

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 United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32; and ratifying and confirming certain prior acts.

WHEREAS, the collective bargaining agreement between The City of Seattle and the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32 expired on December 31, 2021; and

WHEREAS, employees represented by the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32 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 United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32; 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 United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement By and Between The City of Seattle and the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32.”

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

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Agreement By and Between The City of Seattle and United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING & PIPE FITTING INDUSTRY
LOCAL 32

Effective January 1, 2022, through December 31, 2024

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1 – NON-DISCRIMINATION	2
ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT.....	3
ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES.....	11
ARTICLE 4 – UNION MEMBERSHIP AND DUES.....	12
ARTICLE 5 – GRIEVANCE PROCEDURE.....	14
ARTICLE 6 – WORK STOPPAGE	20
ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY	21
ARTICLE 8 – ANNUAL VACATIONS.....	23
ARTICLE 9 – HOLIDAYS	25
ARTICLE 10 – SICK, BEREAVEMENT, EMERGENCY AND OTHER LEAVES.....	27
ARTICLE 11 – RETIREMENT <u>AND VEBA</u>	32
ARTICLE 12 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE.....	34
ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS.....	36
ARTICLE 14 – UNION REPRESENTATIVES	38
ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION.....	40
ARTICLE 16 – SAFETY STANDARDS	43
ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD	44
ARTICLE 18 – HOURS OF WORK AND OVERTIME	48
ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL.....	57
ARTICLE 20 – GENERAL CONDITIONS	64
ARTICLE 21 – APPRENTICESHIP.....	71
ARTICLE 22 – RIGHTS OF MANAGEMENT	72
ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE.....	73
ARTICLE 24 – DISCIPLINE.....	74
ARTICLE 25 -- ENTIRE AGREEMENT	75
ARTICLE 26 – SUBORDINATION OF AGREEMENT	76
ARTICLE 27 – SAVINGS CLAUSE.....	77
ARTICLE 28 – TERM OF AGREEMENT.....	78
APPENDIX A.....	79
APPENDIX B	85
APPENDIX C	88

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 – NON-DISCRIMINATION

- 1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, 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.
- 1.1.1 Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND
TEMPORARY EMPLOYMENT

- 2.1 The City recognizes 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 Appendices A and B of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:
- 2.1.1 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.
- 2.1.2 The term "probationary employee" shall be defined as an employee who is within the first twelve (12) month trial period of employment following their initial regular appointment within the classified service from an eligible register.
- 2.1.3 The term "apprentice" shall be defined as an employee whose terms and conditions of employment are set forth in an "agreement of apprenticeship" which terms shall govern when they conflict with any terms and conditions herein. Apprenticeship programs are authorized by RCW 49.04 and Seattle Municipal Code Section 4.04.200 B which designates a Joint Advisory Apprenticeship Committee to administer such programs. At the time of the signing of this Agreement, the applicable apprentice title is Water Pipe Worker Apprentice. Other apprentice titles will be included within this definition as they are adopted by the Joint Advisory Committee, approved by the state, adopted by the City Council, and incorporated into this Agreement by an amending Memorandum of Understanding.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 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 fewer than forty (40) hours per week.

2.1.7 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:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or
4. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1,040) hours in a year, but may be extended up to one thousand three hundred (1,300) hours once every three (3) years and may also be extended while the assignment is in the process of being converted to a regular position; or
5. A term-limited assignment for a period of more than one but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

2.1.8 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.

2.1.8.1 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.

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

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.1.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 18.1.4; 18.1.4.1; 18.1.4.2; 18.1.9; 18.6; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, 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 5.

2.2.1 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 the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Personnel Rule 11.

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

2.2.2 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:

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
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.)

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

2.2.2.1 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 2.2.8. 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.

2.2.2.2 The premium pay in Section 2.2.2 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.

2.2.3 Medical and Dental 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 hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open 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 a temporary employee. 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.

2.2.4 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.

2.2.4.1 **Benefits-Eligible Temporary Employee Holiday Pay:** A temporary employee shall be compensated at their 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 they remain in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Article 9.
2. 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, they shall be eligible for another day off, with pay during the same workweek.
3. Temporary employees who work less than eighty (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.
4. A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided they have not already received personal holidays in another assignment within the same calendar year.
5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. 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.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if they have had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as: benefits that exceed legal requirements, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2; 2.2.3; and 2.2.4.

2.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 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 2.2.2 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 affected collective bargaining representatives, 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 2.2.2 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 2.2.2 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.

2.2.8 The premium pay provisions set forth within Section 2.2.2 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 (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 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 permanent 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 2.2.2 or solely to avoid considering creation of permanent positions.2.2.9.1

In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1,500) 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.

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. 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.

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

2.3 The City participates in programs or may establish programs that result in individuals performing work for the City that would otherwise be performed by employees in positions covered by this Bargaining Agreement. Such programs have included and may include: youth training and employment programs; federal Comprehensive Employment and Training Act (CETA) or similar programs; "Project Hire"; vocational rehabilitation programs; work study and student intern programs; work fare programs; court-ordered community service; volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this Agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this Agreement under this Section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such upward mobility programs shall not have their original bargaining unit status affected by such a plan and shall continue to receive the salary of their regularly-assigned position. The City will furnish the Union a copy of such training plan(s) prior to implementation if they affect bargaining unit employees.

ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES

3.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

3.1.1 Interdepartmental Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 32 Union Representatives, and employees/stewards from the participating departments.

3.1.2 Intradepartmental Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

3.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards.

Note: 3.1.1, 3.1.2, and 3.1.3 may include Union Representatives from other Unions.

3.2 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 Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

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

- f. Department and division
- g. Work location
- h. Date of hire
- i. FLSA status
- j. Compensation rate

The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and employees who are no longer in the bargaining unit. For employees who have transferred into the bargaining unit, the City shall supply the union with the same information listed in items a,b,c,d,e,f, and g of this Section.

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

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

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

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

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

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 5.1.1 Reclassification grievances shall be processed per Section 5.12.
- 5.2 The City and the Union encourage the use of the City’s Alternative Dispute Resolution (ADR) Program or other ADR processes to resolve non-contractual workplace conflicts/disputes. Participation in the City’s ADR Program or in another ADR process is entirely voluntary and confidential.
- 5.3 A 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 grievance procedure and be processed within the time limits set forth herein.
- 5.4 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 5.5 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 5.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 5.7 A grievance shall be processed in accordance with the following procedures:
- 5.7.1 Step 1: The grievance shall be reduced to written form which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative or employee shall forward the written grievance to the management supervisor and the Union representative within twenty (20) business days after the alleged contract violation. The management supervisor 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, and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged grievance. The management supervisor shall give a written answer to the Union within ten (10) business days after the grievance meeting.

5.7.2 Step 2: If the grievance is not resolved as provided in Step 1 above, the Union representative or employee shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations and the Union representative within ten (10) business days after the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Union representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, 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 fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator 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 implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the appropriate Union representative shall be so informed by the ADR Coordinator.

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

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the

grievance was not resolved through mediation between the aggrieved employee and Union representative together with the division head, section manager and department labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.7.3 Step 3: If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Section 5.2, the Union representative or employee shall forward the written grievance defined in the same manner as provided in Step 1, within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

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

The Director of Labor Relations or their designee shall investigate the alleged grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. The Director of Labor Relations or designee shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.7.4 Step 4: If the grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn. Such reference to arbitration shall be made within thirty (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 alleged violation;

C. Question(s) that the arbitrator is being asked to decide;

D. Remedy sought.

5.7.5 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 that the grievance was not resolved in mediation.

5.8 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 the process of adjustment or arbitration.

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

5.9.1 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 such power shall be limited to interpretation or application of the express terms of this Agreement; and all other matters shall be excluded from arbitration.

5.9.2 The decision of the arbitrator regarding any arbitrable grievance shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

5.9.3 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

5.9.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.10 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 grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

5.11 The parties have agreed, through a Memorandum of Agreement, to adopt the following 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 5.9.3.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

5.12 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five [5] months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 5.7.4 (Step 4); or
2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 5.7.4 (Step 4).

ARTICLE 6 – WORK STOPPAGE

- 6.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.
- 6.2 In the event, however, that there is a work stoppage or any other interference with City functions that 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 meet the following conditions:
- 6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.
- 6.2.2 The Union, its officers and representatives shall promptly order its members to return to work notwithstanding the existence of any picket line.
- 6.2.3 The Union, its officers and representatives will, in good faith, use every reasonable effort to terminate such unauthorized action.
- 6.2.4 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 in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND MARKET RATE ANALYSIS

- 7.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendices A and B, which are attached hereto and made a part of this Agreement.
- 7.2 Effective January 5, 2022, employees’ base wages will be increased by 4%.
- 7.3 Effective January 4, 2023, employees’ base wages will be increased by 2.5%.
- 7.3.1 Effective January 4, 2023, all members will receive a 1.5% market rate adjustment.
- 7.4 Effective January 3, 2024, employees’ base wages will be increased by 100% of the annual growth rate of the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023 with a minimum increase of 1% and a maximum increase of 2.5%.
- 7.4.1 Effective January 3, 2024, all members will receive a 1.5% market rate adjustment.
- 7.5 Employees will pay the employee portion of the required premium (listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee’s paystub) of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.
- 7.6 Correction of Payroll Errors: In the event it is determined there has been an error in an employee’s paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
 - 1. By payroll deductions spread over two pay periods, or
 - 2. By payments from the employee spread over two pay periods.
 - B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay period.
 - C. If an employee separates from 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.

7.7 Additional Wage Equity and Market Adjustments: Effective January 4, 2023 the following classifications will receive a wage equity and market adjustment of a 3.5% wage increase, in addition to the annual wage adjustment set forth in Section 7.2, above:

- Water Pipe Worker Series, benchmarked to Water Pipe Worker
- Water Treatment Operator Series, benchmarked to Water Treatment Operator

Wage and market adjustments will be included in the wage schedules listed in Appendix A, Section 1.2 and Appendix B, Section 1.2.

ARTICLE 8 – ANNUAL VACATIONS

- 8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 8.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

8.3.1 If the City revises its vacation accrual policy, the parties agree to a reopener on vacation accrual.

8.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate vacation balance which shall never at any time exceed 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.

8.5 Employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative.

8.7 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

8.8 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

8.9 Where the terms of this Section 8.9 are in conflict with the City of Seattle Family and Medical Leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

8.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. 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 leave of absence.

Where the terms of this Section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Seattle Public Utilities Distribution Section of Water Operations will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water Operations Director. Such plan will be subject to modification and clarification by mutual agreement. The number of employees allowed off at any one time will be a prerogative of management as it is a staffing function.

ARTICLE 9 – HOLIDAYS

9.1 The following days, or days in lieu thereof, shall be recognized as paid holidays.

New Year’s Day	January 1
Martin Luther King, Jr.’s. Birthday	3rd Monday in January
Presidents’ Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples’ Day	2 nd Monday in October
Veterans’ Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

9.1.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.2), or
2. are accruing vacation at a rate of .0615 or greater (Article 8.3)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 9.1) to be added to their leave balance on the pay date of the first full pay period in January on the following year.

- 9.1.2 A part-time employee shall receive paid holiday time off (or time 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 covered by this Agreement. 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.
- 9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of thirty (30) calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay; and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours advance notice. In instances where forty-eight (48) hours advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.
- 9.4 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 9.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 9.1 during that calendar year.
- 9.4.1 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days' notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 9.3 of this Article for time worked on that day.

ARTICLE 10 – SICK, BEREAVEMENT, EMERGENCY AND OTHER LEAVES

10.1 Sick leave: Sick leave shall be defined as paid time off from work for a qualifying reason under Article 10 of this agreement. Employees covered by this Agreement shall accumulate sick leave credit at the rate of point zero four six (.046) hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 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 Chapter 14.16 and other applicable laws such as RCW 49.46.210; or,
- B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or,
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or,
- D. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or,
- F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional; or,
- G. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

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

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

10.1.2 Unlimited sick leave credit may be accumulated.

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

10.1.4 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.

10.1.5 In order to receive paid sick leave for reasons provided in Article 10.1.A – G, an employee shall be required to provide verification that the employee’s use of paid sick leave was for an authorized purposes, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four (4) consecutive days.

10.1.6 Conditions Not Covered: Employees shall not be eligible for sick leave:

- A. When suspended or on leave without pay and when laid off or on other non-pay status;
- B. When off work on a holiday;
- C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

10.1.7 Prerequisites for Payment: The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

10.1.7.1 Prompt Notification: The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each day thereafter until advised otherwise by their immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary

when the employee is absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

- 10.1.7.2 Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.
- 10.1.7.3 Filing Application: Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after their return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period of time. The necessary forms shall be available to the employee through their department supervisor.
- 10.1.7.4 Claims to be in 15-minute increments: Sick leave shall be claimed in fifteen (15) minute increments to the nearest full 15-minute increment. Fractions of fewer than eight (8) minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.
- 10.1.7.5 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.
- 10.1.8 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay they would have earned had they worked as scheduled, with the exception of overtime (see Section 10.1.9). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave.
- 10.1.9 Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 10.1. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to their schedule.

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

10.3 Emergency Day: 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 appointing authority 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, child, parent or domestic partner 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, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle; or,
- 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.

The "day" may be used for separate instances, in one (1) hour increments, but no more than eight (8) hours shall be allowed in any Agreement year.

10.4 Wellness Incentive Plan: Employees within the bargaining unit who, during a payroll year, use fewer than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.)

This benefit shall become null and void when or if the parties negotiate a general leave plan.

All use of sick leave shall be considered in reviewing sick leave use, except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

10.5 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33 and Article 11.2.B.

10.6 Paid Parental Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, “Paid Parental Leave,” may take leave for bonding with their new child.

10.7 Pay for Deployed Military: An employee 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.

10.7.1 An employee who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit, and is on unpaid military leave of absence, shall be eligible to retain the medical, dental and vision services coverage, and optional insurance coverage, for the employee'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 employee was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and 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.

ARTICLE 11 – RETIREMENT AND VEBA

11.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).

11.1.1 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.

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

Contributions from Unused Paid Time off at Retirement

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

- B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/24.

- C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are deemed eligible to retire and those who will become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:
 - 1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
 - 2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
 - 3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

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

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

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

Contributions from Employee Wages (for all bargaining unit members)

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

3. \$25 per month, or
4. \$50 per month.

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

- 11.3 Sabbatical Leave and VEBA:** Members of a bargaining unit that votes to accept
the VEBA **and** who meet the eligible-to-
retire criteria are not eligible to cash out
their sick leave at twenty-five percent (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 twenty-five percent (25%) in accordance with the sabbatical benefit.

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

- 12.1 The City shall provide medical, dental and vision plans (Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Washington Delta Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 12.1.1 For calendar years 2022, 2023, and 2024 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.
- 12.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 12.2 Long Term Disability: The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty-seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 12.2.1 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 this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 12.2.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2022 for the base plan;

provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 12.2.

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

12.3.1 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 employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

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

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 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS

- 13.1 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.
- 13.1.1 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 account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized 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 13.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.1.
- 13.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's appointing authority 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.
- 13.1.3 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- 13.1.4 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.

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.

13.2 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 13.1.

13.3 Any employee eligible for the benefits provided by this Ordinance 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 appointing authority shall direct with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

13.4 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.

13.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

13.6 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.

ARTICLE 14 – UNION REPRESENTATIVES

- 14.1 Union Visitation: The Union Representative of the Union party to this Agreement and/or the duly authorized representative 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 the 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 employee and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.
- 14.2 The Union may appoint a Shop Steward in the various City departments affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Union shall furnish the City Labor Relations Office and the affected department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Union's representative on the job to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time, at the discretion of the City, to perform these duties during regular working hours without suffering a loss in pay. Under no circumstances shall shop stewards countermand orders of or direction from City officials or change working conditions.
- 14.2.1 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.
- 14.2.2 If a normal shift or work assignment rotation will result in the transfer of a Union Shop Steward to another shift or work location (reporting headquarters), the Union and Shop Steward will be given a notice of at least two weeks (no less than fourteen [14] calendar days). Upon the request of the Union Business Representative, the affected management Director shall meet to discuss the transfer.

14.2.3 Employee Participation in Collective 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 of 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:

1. Bargaining preparation and meetings of the Union’s bargaining team other than actual negotiations shall not be applicable to this provision;
2. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.
3. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s)’ time, including any associated overtime costs.

ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION

15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, they shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager, or director directly above the position that is being filled out of class, who has budget management authority of the work unit as determined by the appointing authority. 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. Upon request by the Union, the City shall provide documentation of a Washington State journey-level plumber's license for those employees who are currently assigned to work out of class in the Plumber job classification. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; (4) a position is encumbered (an assignment in lieu of a layoff; e.g., as with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

15.1.1 An out-of-class assignment shall be formally made in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class 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 his or her own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

- 15.1.2 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their appointing authority for retroactive payment of out-of-class pay. The decision of the appointing authority as to whether the duties were performed and whether performance thereof was appropriate shall be final.
- 15.1.4 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,080 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.
- 15.1.5 Hours worked out-of-class that were properly paid per this Article, shall apply toward salary step placement if the employee is appointed or their position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 15.2 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 belong to the bargaining unit they always belonged to. Any dues authorized under Article 4 shall continue during the temporary assignment. 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 his/her 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.
- 15.2.1 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 Employer. The involved employee shall receive the salary rate for the lower class that without increase is nearest to the salary rate to which such employee was entitled in the higher class.
- 15.3 Seattle Public Utilities personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

15.4 Water Pipe Workers who do not meet the minimum qualifications for Senior Water Pipe Worker, when assigned responsibility for a crew and crew vehicle, shall be paid out-of-class pay at the Senior Water Pipe Worker rate.

15.4.1 No out-of-class compensation shall be paid for operating a crew vehicle as a means of transporting personnel to and from a job location only.

15.4.2 All out-of-class pay in this Section shall be subject to the provisions of Section 15.1.

15.4.3 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification.

Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment regardless of the length of 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.

ARTICLE 16 – SAFETY STANDARDS

- 16.1 All work shall be done in a competent and safe manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules, which shall be complied with.
- 16.2 Safety Committee: The Union shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

Probationary Period: A twelve (12) month trial period of employment following an employee's initial regular appointment within the Civil Service to a budgeted position.

Regular Appointment: The authorized appointment of an individual to a position in the Civil Service.

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. a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or,
- B. rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee: An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

Revert: To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.

Reversion Recall List: If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

17.2 Probationary Period/Status of Employee: Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

17.2.1 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.

17.2.2 An employee shall attain regular employee status after having completed their probationary period unless the individual is dismissed under provisions of Section 17.3.

- 17.3 **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 Employer 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.
- 17.3.1 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.
- 17.4 **Trial Service Period:** 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.
- 17.4.1 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 position within the former department (if applicable) in the classification from which the employee was appointed.
- 17.4.2 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.
- 17.4.3 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.
- 17.4.4 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 17.4.5 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 appointed for a period of one (1) year from the date of reversion.

- 17.4.6 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.
- 17.4.7 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.
- 17.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Reversion Recall List and the employee's record shall reflect a quit.
- 17.4.9 A reverted employee shall be paid at the step of the range which they normally would have received had they not been appointed to another classification.
- 17.5 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.
- 17.5.1 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.
- 17.5.2 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.

17.5.3 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.

17.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, 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 which are not protected under Article 10, Chapter 14.16 or other applicable laws such as RCW 49.46.210.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday and five (5) consecutive days shall constitute a work week of forty (40) hours. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

18.1.1 Breaks and Meal Periods: During a normal work shift of up to twelve (12) hours, an employee will be allowed one fifteen (15) minute paid break in each half of the shift. Employees shall be allowed a one half (½) hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten (10) to twelve (12) hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid one-half (½) hour meal period, as the work will allow as determined by the supervisor, within the first three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one half (½) hour shall continue to be provided within each successive four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted one half (½) hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one (1) other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 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 provided in Sections 18.1.1, 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.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided in accordance with section A below.

A. **Scheduling Changes:**

1. **Definitions:** For the purpose of this section the following definitions shall 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.
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.
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.
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.

18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight time rate of pay or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

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.

Notwithstanding the other Sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions as expressed in this Article.

18.1.4.1 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.

18.1.5 Crew Chiefs Unit: Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight-time rate of pay.

18.1.5.1 Crew Chiefs Unit: Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call-out basis, involving field duties related to Seattle Public Utilities or other City department operations

projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight-time rate of pay.

18.1.6 Emergency Call Back: Employees who are called back to work after completing their regular shift and who are relieved of duty before commencing their next 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 (2-1/2) hours = five (5) hours' straight-time pay. Four (4) hours = eight (8) hours' straight-time pay.

18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

- A. The employee is required to work in excess of eight (8) hours on an overtime basis;
- B. The employee's next regularly scheduled shift begins within eight (8) hours of being released from overtime; and
- C. The employee must have worked a total of sixteen (16) hours within the twenty-four (24) hour period commencing at the beginning of their preceding regular shift.

Compensatory Time Benefit:

In the event of an emergency, it may be necessary to work an employee over sixteen (16) hours and in that event for each overtime hour worked in excess of eight (8) overtime hours, under the conditions described above, the employee shall accrue one (1) hour of compensatory time, which must be used at the beginning of or during the employee's next regular shift that commences within eight (8) hours of being released from the overtime work.

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Seattle Public Utilities, or the designated manager in other City departments, or their designee, the employee may be required to return to work.

Such compensatory time shall be earned in addition to the normal overtime rate of pay.

18.1.8 Seattle Public Utilities: In extended emergency situations, without prior notice, the Utility will switch to two (2) twelve (12) hour shifts until the emergency is resolved. Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of switching to two (2) twelve (12) hour shifts.

18.1.9 Meal Payment: Full-time employees shall be eligible for a meal payment when directed to work two (2) or more hours of unscheduled overtime, or ten (10) or more hours of overtime on a scheduled basis. For the purposes of meal payment only, *scheduled overtime* is any period of overtime work where the date, start time and stop time are communicated to the affected employee twelve (12) or more hours in advance of the scheduled start time, and where such a notified employee has had at least eight (8) hours off work, prior to the start of the scheduled overtime.

A. Unscheduled Overtime: After an employee has worked two (2) hours of unscheduled overtime, they shall be eligible for a meal payment. After this two (2) hour requirement has been satisfied, the employee shall be eligible for one (1) additional meal payment for each additional five (5) hour period of unscheduled overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.

B. Scheduled Overtime: After an employee has worked ten (10) hours of overtime, resulting from a scheduled overtime assignment, they shall be eligible for a meal payment. After this ten (10) hour requirement has been satisfied, the employee shall be eligible for one (1) additional meal payment for each additional five (5) hour period of overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.

C. Extension of Scheduled Overtime: If a period of scheduled overtime is planned to last for eight (8) hours or less, no meal payment eligibility shall exist for that scheduled overtime period because fewer than ten (10) hours of overtime had been scheduled. However, if an eight (8) hour or shorter scheduled overtime period must later be extended two (2) or more hours past its scheduled stop time, then any additional overtime hours, by themselves, shall be treated as unscheduled overtime as provided for in A above. \

All overtime meal payments, whether the meal is taken or not, shall be receipt-less and paid at \$25.00.

A department may, at its discretion, provide or engage another agency to provide one or all of the meals for which the meal payment would otherwise apply. Employees shall not be eligible for meal payment for meals so provided.

18.2 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.

18.3 Standby Duty (Applicable in all departments and to all bargaining unit employees): Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by cell phone and/or pager, at the employee's option, to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be paid at the 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 actual hours worked and compensation shall be provided in accordance with Section 18.1.6.

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

18.4 Seattle Public Utilities' Standby Procedure: Voluntary Standby Rosters will be posted for the Water Operations Division and Watersheds and Transmission Divisions. Senior Workers, Workers and Apprentices in the Operations Division and Senior Workers in the Watersheds and Transmission Divisions may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have their name removed from the Standby Roster upon written notification to the Supervisor one (1) week (seven calendar days) prior to their scheduled date to commence Standby Duty. An employee may have their name withdrawn on short notice, in fewer than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster will be rotated on a weekly basis. It is the responsibility of the employee to be aware of their position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.4.1 If the Standby Roster sign-up procedure described in Section 18.3 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of one (1) Crew Chief, one (1) Senior Water Pipe Worker, and one (1) Water Pipe Worker/Apprentice in Operations Division, and one (1) Crew Chief or Senior Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Seattle Public Utilities will immediately notify the Shop Steward or Business Agent of such fact. If the Union cannot provide sufficient additional individuals for Standby Duty commencing that Friday evening by noon Friday, the Seattle Public Utilities may designate additional personnel to provide equivalent coverage. Designation may be rotated, starting with the least senior employee within each appropriate class, from a list of all affected employees (apprentices are not eligible for at least six (6) months and until

determined as qualified). Seniority is determined by service in the job title; total City service (earned-to-date hours) will break a tie in seniority.

18.4.2 Personnel on Standby are expected to call within fifteen (15) minutes after being paged. When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided for actual hours worked and in accordance with 18.1.6.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be allowed to take their City vehicle home. If an employee is assigned a City vehicle to take home, overtime pay will start from the time the employee is contacted.

18.4.3 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel, and travel time shall be at Seattle Public Utilities' expense if required on off-duty time. No employee shall be required to report to other than their normal duty station to commence their workday for purposes of such training.

18.4.4 Nothing herein shall be construed to guarantee a minimum staffing level for Standby Duty nor is a maximum level to be implied.

18.4.5 Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of Seattle Public Utilities' standby procedures. Upon mutual agreement, the procedures may be revised and implemented during the life of this agreement.

18.5 Before instituting a standby procedure applicable to any bargaining unit title in any City department, the department shall notify the Union of the procedure and shall provide the Union no fewer than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date a procedure was originally proposed, the department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the department institutes a change in the standby procedure, the Union shall be notified and shall be provided no fewer than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days

from the date procedure modifications were originally proposed, the department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.6 Employees in the Water Operations and Water Quality units of the Seattle Public Utilities who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift:

Effective January 4, 2023

Swing Shift	\$1.25/hour
Graveyard Shift	\$1.75/hour

With the exception of eligible sick leave, the above shift premium shall not apply to any paid leave time including vacation, holiday pay, bereavement leave, or other paid leave benefit (see Section 10.1.8).

Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due to employees who work overtime as an extension of their regular shift or on a call-out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1 Transfers: The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2 (E).

19.1.1 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.

If volunteers are requested for an opening, and multiple employees volunteer for the same opening or transfer, the employee with the most seniority in the classification will be selected. If the employee with most seniority in the classification has previously been selected for a volunteer position in the same calendar year, the next employee with seniority will be selected.

19.1.2 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 19.3.4.

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 jobs skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

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 19.4.

- 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 19.1.2 (D) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 19.1.2 (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.

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as may be required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

19.2 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.

19.2.1 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 19.3.5. 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.

19.3. **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.

19.3.1 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.

19.3.2 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 17.4.2.)
- 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.

19.3.3 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.

19.3.4 At the time of layoff, a regular employee or a trial service employee (per 19.3.2(D) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 19.1.2(D). 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 19.5. This Section shall apply within each of the following class series: (1) Plumber; Plumber, Senior; Plumber Crew Chief; (2) Water Pipe Worker Apprentice; Water Pipe Worker; Water Pipe Worker, Senior; Water Pipe Crew Chief; Transmission Crew Chief; (3) Utility Service Inspector; Utility Service Inspector, Senior; (4) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician; Water Treatment Operator Crew Chief; (5) Utility Maintenance Specialist; Utility Maintenance Specialist Senior; (6) Water Meter Technician, Water Meter Technician Senior; (7) Operations Response Center Trainee; Operations Response Center Operator; Operations Response Center Senior.

19.4 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.

19.4.1 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.

19.4.2 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.

19.4.3 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 17, Section 17.4 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 17, Section 17.4 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.

19.4.4 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.

19.5 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:
 - Jury Duty;
 - Disability incurred in line of service;
 - Illness or disability compensated for under any plan authorized and paid for by the City;
 - Service as a representative of a Union affecting the welfare of City employees;
 - 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.

19.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which they have 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.

19.6 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 20 – GENERAL CONDITIONS

20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight (8) hours' work, such employees will be paid one-half (½) hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 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 Revenue Code for privately-owned automobile used for business purpose. The reimbursement rate as of January 1, 2022 is fifty eight point five cents (\$.585) per mile for all miles driven in the course of City business on that day. The reimbursement rate as of January 1, 2023 is sixty-five point five cents (\$.655) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents per mile mileage reimbursement rate set forth in Section 20.2 shall be adjusted up or down to reflect the current rate.

20.2.2 When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the appointing authority or their designee.

20.3 The City will furnish all WISHA-required equipment. Further, Seattle Public Utilities' employees engaged in outside work will be provided the following protective clothing:

- A. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year;

- B. One pair of safety toe rubber boots with replacement on a wear basis;
- C. One pair of cotton or rubber gloves on an as needed basis;
- D. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

20.3.1 Plumbers: The City will make the following items available to employees as needed, based on work assignment:

- A. Rain gear
- B. Safety/rubber boots
- C. Gloves
- D. Coveralls

All protective clothing referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

20.4 Bulletin Board: The City, upon written request from the Union relative to a specific City department that employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Clothing Allowance: The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). The department will pay an allowance of three hundred (\$300) dollars on the first paycheck of each contract year to be used for the purchase of required footwear and other appropriate work clothing. Employees shall be eligible for such allowance upon employment or to replace or repair worn out shoes as needed. The allowance hereunder shall be made equally for safety shoes providing acceptable toe protection with materials that may replace steel, which is now being used for this purpose.

20.6 Seattle Center Employee Monorail Use: Seattle Center employees shall be permitted to continue to ride the Monorail without charge, provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

20.7 Seattle Center Employee Parking: The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to

temporary or intermittent) full-time or part-time status prior to May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988, and who desire parking privileges shall pay twenty dollars (\$20) a month for parking during working hours only, or twenty-five dollars (\$25) a month for parking during working hours and all other hours.

20.7.1 Flexcar Program: If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

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

20.7.3 Parking Past Practice: In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

20.8 Plumber's License: Employees in the classifications of Plumber, Plumber Senior, and Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

20.9 Identification Cards: Picture identification cards may be issued to employees by the City; and, if so, shall be worn in a sensible but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear will be borne by the City. The City shall pay for the employee's time off for the purposes of continuing education required by the State of Washington for license renewal. The employee shall be allowed to choose between classroom or online continuing education. The employee must provide fourteen (14) days' notice to management. Management may approve or deny the

request. If management denies the request it shall be for reasonable business purposes.

20.10 Employees required to perform testing, installation, and maintenance of backflow prevention devices, of which work requires DHS cross-connection certification, shall be paid an additional one dollar(\$1.00) per hour while so assigned.

20.11 Plumbers' Sprinkler System Confidence Testing Premium Pay: Effective upon the signing of this Agreement, Plumbers, Senior Plumbers, and Plumber Crew Chiefs shall be eligible for a two hundred dollar (\$200.00) per month premium pay for building sprinkler system confidence testing, maintenance, repairs, and installation of building sprinkler systems, while Seattle Fire Department certification is maintained. Each department will determine and limit the number of certifications required to perform the work within their respective department. If a certification is required, all costs to obtain and maintain the certification shall be paid by the City.

20.12 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. Both parties agree to a reopener if the city makes changes to the program.

20.13 Commercial Driver's License: If the job responsibilities of the classification of work to which an employee is regularly appointed, or is assigned on an out-of-class basis, involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City shall pay as a maximum amount the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests. In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

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 those individuals will 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 schedules nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

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

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

20.15 Reinstatement: Except as otherwise expressly provided in this Agreement, an employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

20.16 Supervisor 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 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

20.17 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.

20.18 During the term of this Agreement, the City and the Union agree to enter into bargaining on mandatory subjects of bargaining associated with the following:

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

20.19 Hazwoper Training: Employees that obtain Hazwoper (OSHA, CFR 29.1910) certification shall be paid an additional five dollars (\$5.00) per hour while assigned to work that requires such certification, with four (4) hour minimum call. The City will pay for the initial training and any required continuing education to maintain the certification. The City reserves the right to limit the number of employees that obtain Hazwoper certification for City purposes.

ARTICLE 21 – APPRENTICESHIP

21.1 The Seattle Public Utilities’ apprenticeship program for journey-level Water Pipe Workers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Water Pipe Worker Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Water Pipe Worker Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Water Pipe Worker Apprentice. Discharge from the program shall result in termination from employment with the Seattle Public Utilities.

21.2 The City of Seattle’s apprenticeship program for journey-level Plumbers has been incorporated in the Standards of Apprenticeship of the Seattle Area Plumbers, Housing Plumbers, Pipefitters, HVAC Refrigeration Mechanics, and Marine Pipefitters Apprenticeship Committee. The pay schedule for the Plumber Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the Seattle Area Plumbers, Housing Plumbers, Pipefitters, HVAC Refrigeration Mechanics, and Marine Pipefitters Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Plumber Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Plumber Apprentice. Discharge from the program shall result in termination from employment with the City.

ARTICLE 22 – RIGHTS OF MANAGEMENT

22.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules, and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

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

Determination as to (1) or (2) above shall be made by the appointing authority involved. Prior to approval by the appointing authority involved in contracting out work under this provision, the Union shall be notified. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The appointing authority involved shall make available to Local 32 upon request (1) a description of the services to be so performed and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described in Section 22.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE

23.1 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 service; the rights to increase or diminish operations, in whole or in part; the right 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 specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

23.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the labor-management committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

23.3 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 control, and customer service.

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

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

ARTICLE 24 – DISCIPLINE

- 24.1 The City may suspend, demote, or discharge an employee for just cause.
- 24.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or,
 - E. Termination.
- 24.3 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 24.4 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.
- 24.5 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 24.4 above.

ARTICLE 25 – ENTIRE AGREEMENT

25.1 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.

25.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 26 – SUBORDINATION OF AGREEMENT

- 26.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 26.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 27 – SAVINGS CLAUSE

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

ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall become effective upon signing by the parties or January 1, 2022, whichever is later, and shall remain in effect through December 31, 2024. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

Signed this _____ day of _____,
20__.

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING
INDUSTRY, LOCAL 32

CITY OF SEATTLE
Executed under authority of Ordinance

and _____

Jefferey J. Owen
Business Manager
U.A. Local 32

Bruce Harrell
Mayor

Shaun Van Eyk.
Director of Labor Relations

Sascha Sprinkle
Labor Negotiator

APPENDIX A

Plumbers Unit*

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.3.1 7.4, 7.4.1, and 7.7. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.3.1, 7.4, 7.4.1, and 7.7.

Section 1.1: Effective January 5, 2022, employees’ base wages will be increased by 4.0%.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	30.72	31.86	33.14	34.47	35.74
Operations Response Center Operator	33.14	34.47	35.74	37.10	38.57
Operations Response Center Operator, Senior	35.74	37.10	38.57	40.08	41.66
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$29.93 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$31.27 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$32.60 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$33.95 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$35.29 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$36.63 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$37.97 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$39.31 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$40.64 Step 10: 94% of Plumber entry level of pay from 55-60 months -\$41.98				
Plumber	44.67	46.44	48.24		
Plumber, Senior	48.04	49.95			
Utility Maintenance Specialist – SPU	38.21	39.64	41.26		
Utility Maintenance Specialist, Senior – SPU	40.45	41.98	43.66		
Utility Service Inspector	38.29	39.74	41.26	42.90	44.69
Utility Service Inspector, Senior	41.26	42.90	44.69	46.36	48.05
Water Meter Changer	30.11	31.35	32.52		
Water Meter Repairer	33.33	34.70	36.03		
Water Meter Repairer, Senior	34.54	35.86	37.35		
Water Meter Tech	33.33	34.70	36.03		
Water Meter Tech, Senior	40.23	41.68	43.27		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Water Pipe Helper	26.41	29.31	30.11	31.35	
Water Pipe Worker	34.54	35.90	37.34	38.81	
Water Pipe Worker, Apprentice	31.74	32.48	33.98	35.10	
Water Pipe Worker-WDM I	35.32	36.67	38.12	39.59	
Water Pipe Worker, Senior	38.58	40.09	41.63		
Water Pipe Worker, Senior-WDM II	40.23	41.68	43.27		
Water Treatment Equip Tech	39.28	40.86	42.57		
Water Treatment Operator	32.00	33.25	34.55	35.95	
Water Treatment Operator, Senior	37.28	38.79	40.31		
Water Treatment Operator-Asg Relief	33.28	34.58	35.93	37.39	
Water Treatment Operator-WDM I	32.34	33.57	34.89	36.30	

*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief,)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

**Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

Section 1.2: Effective January 4, 2023, employees’ base wages will be increased by 2.5%, and all members will receive a 1.5% market rate adjustment.

Section 1.2.1: Effective January 4, 2023, the following classifications will receive a wage equity and market adjustment of a 3.5% wage increase, in addition to the annual wage increase and market rate adjustments set forth in Section 1.2, above:

- Water Pipe Worker Series, benchmarked to Water Pipe Worker
- Water Treatment Operator Series, benchmarked to Water Treatment Operator

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	31.95	33.13	34.47	35.85	37.17
Operations Response Center Operator	34.47	35.85	37.17	38.58	40.11
Operations Response Center Operator, Senior	37.17	38.58	40.11	41.68	43.33
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$31.13 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$32.52 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$33.90 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$35.31 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$36.70 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$38.10 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$39.49 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$40.88 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$42.27 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$43.66				
Plumber	46.46	48.30	50.17		
Plumber, Senior	49.96	51.95			
Utility Maintenance Specialist – SPU	39.74	41.23	42.91		
Utility Maintenance Specialist, Senior – SPU	42.07	43.66	45.41		
Utility Service Inspector	39.82	41.33	42.91	44.62	46.48
Utility Service Inspector, Senior	42.91	44.62	46.48	48.21	49.97
Water Meter Changer	31.31	32.60	33.82		
Water Meter Repairer	34.66	36.09	37.47		
Water Meter Repairer, Senior	35.92	37.29	38.84		
Water Meter Tech	34.66	36.09	37.47		
Water Meter Tech, Senior	41.84	43.35	45.00		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Water Pipe Helper	28.39	31.51	32.37	33.70	
Water Pipe Worker	37.13	38.59	40.14	41.72	
Water Pipe Worker, Apprentice	34.12	34.92	36.53	37.73	
Water Pipe Worker-WDM I	37.97	39.42	40.98	42.56	
Water Pipe Worker, Senior	41.47	43.10	44.75		
Water Pipe Worker, Senior-WDM II	43.25	44.81	46.52		
Water Treatment Equip Tech	42.23	43.92	45.76		
Water Treatment Operator	34.40	35.74	37.14	38.65	
Water Treatment Operator, Senior	40.08	41.70	43.33		
Water Treatment Operator-Asg Relief	35.78	37.17	38.62	40.19	
Water Treatment Operator-WDM I	34.77	36.09	37.51	39.02	

*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief,)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

**Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

Section 1.3: Effective January 3, 2024, employees’ base wages will be increased by 100% of the annual growth rate of the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023 with a minimum increase of 1% and a maximum increase of 2.5%.

Section 1.3.1: Effective January 3, 2024, all members will receive a 1.5% market rate adjustment in addition to the annual wage adjustment in section 1.3 above.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	TBD	TBD	TBD	TBD	TBD
Operations Response Center Operator	TBD	TBD	TBD	TBD	TBD
Operations Response Center Operator, Senior	TBD	TBD	TBD	TBD	TBD
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – Step 2: 70% of Plumber entry level of pay from 07-12 months – Step 3: 73% of Plumber entry level of pay from 13-18 months – Step 4: 76% of Plumber entry level of pay from 19-24 months – Step 5: 79% of Plumber entry level of pay from 25-30 months – Step 6: 82% of Plumber entry level of pay from 31-36 months – Step 7: 85% of Plumber entry level of pay from 37-42 months – Step 8: 88% of Plumber entry level of pay from 43-48 months – Step 9: 91% of Plumber entry level of pay from 49-54 months – Step 10: 94% of Plumber entry level of pay from 55-60 months –				
Plumber	TBD	TBD	TBD		
Plumber, Senior	TBD	TBD			
Utility Maintenance Specialist – SPU	TBD	TBD	TBD		
Utility Maintenance Specialist, Senior – SPU	TBD	TBD	TBD		
Utility Service Inspector	TBD	TBD	TBD	TBD	TBD
Utility Service Inspector, Senior	TBD	TBD	TBD	TBD	TBD
Water Meter Changer	TBD	TBD	TBD		
Water Meter Repairer	TBD	TBD	TBD		
Water Meter Repairer, Senior	TBD	TBD	TBD		
Water Meter Tech	TBD	TBD	TBD		
Water Meter Tech, Senior	TBD	TBD	TBD		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Water Pipe Helper	TBD	TBD	TBD	TBD	
Water Pipe Worker	TBD	TBD	TBD	TBD	
Water Pipe Worker, Apprentice	TBD	TBD	TBD	TBD	
Water Pipe Worker-WDM I	TBD	TBD	TBD	TBD	
Water Pipe Worker, Senior	TBD	TBD	TBD		
Water Pipe Worker, Senior-WDM II	TBD	TBD	TBD		
Water Treatment Equip Tech	TBD	TBD	TBD		
Water Treatment Operator	TBD	TBD	TBD	TBD	
Water Treatment Operator, Senior	TBD	TBD	TBD		
Water Treatment Operator-Asg Relief	TBD	TBD	TBD	TBD	
Water Treatment Operator-WDM I	TBD	TBD	TBD	TBD	

*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

**Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

APPENDIX B

Crew Chief Unit*

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.3.1 7.4, 7.4.1, and 7.7. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.3.1, 7.4, 7.4.1, and 7.7.

Section 1.1: Effective January 5, 2022, employees’ base wages will be increased by 4.0%.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	45.99	47.82	49.72	51.71	53.77
Transmission Crew Chief	42.42	44.13	45.96	47.66	49.41
Transmission Crew Chief – WDM II	42.89	44.58	46.42	48.10	49.88
Water Meter Crew Chief	37.10	38.57	40.08		
Water Pipe Crew Chief	42.42	44.13	45.96	47.66	49.41
Water Pipe Crew Chief – WDM II	42.89	44.58	46.42	48.10	49.88
Water Treatment Crew Chief	43.34	44.95	46.68		

* Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.2: Effective January 4, 2023, employees’ base wages will be increased by 2.5%, and all members will receive a 1.5% market rate adjustment.

Section 1.2.1: Effective January 4, 2023, the following classifications will receive a wage equity and market adjustment of a 3.5% wage increase, in addition to the annual wage increase and market rate adjustments set forth in Section 1.2, above:

- Water Pipe Worker Series, benchmarked to Water Pipe Worker
- Water Treatment Operator Series, benchmarked to Water Treatment Operator

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	47.83	49.73	51.71	53.78	55.92
Transmission Crew Chief	45.60	47.44	49.41	51.23	53.12
Transmission Crew Chief – WDM II	46.11	47.92	49.90	51.71	53.62
Water Meter Crew Chief	38.58	40.11	41.68		
Water Pipe Crew Chief	45.60	47.44	49.41	51.23	53.12
Water Pipe Crew Chief – WDM II	46.11	47.92	49.90	51.71	53.62
Water Treatment Crew Chief	46.59	48.32	50.18		

*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.3: Effective January 3, 2024, employees’ base wages will be increased by 100% of the annual growth rate of the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023 with a minimum increase of 1% and a maximum increase of 2.5%.

Section 1.3.1: Effective January 3, 2024, all members will receive a 1.5% market rate adjustment in addition to the annual wage adjustment in section 1.3 above.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	TBD	TBD	TBD	TBD	TBD
Transmission Crew Chief	TBD	TBD	TBD	TBD	TBD
Transmission Crew Chief – WDM II	TBD	TBD	TBD	TBD	TBD
Water Meter Crew Chief	TBD	TBD	TBD		
Water Pipe Crew Chief	TBD	TBD	TBD	TBD	TBD
Water Pipe Crew Chief – WDM II	TBD	TBD	TBD	TBD	TBD
Water Treatment Crew Chief	TBD	TBD	TBD		

*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

APPENDIX C

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

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF

SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining
agreements)

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

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District

Council #5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

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

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

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

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts

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

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

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

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

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

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

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision The

Parties further agree:

- I. 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 bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

SIGNED this _____ day of _____ 2018.

Executed under the
Authority of Ordinance
No. _____

FOR THE CITY OF SEATTLE:



 Jenny A. Durkan,



~~Susan McNab~~, Bobby Humes

Mayor

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

Ray Gorman, Union Representative
Mark Watson, Union Representative

Repre,:

ntati ve

PTE, Local 17

Professional, Technical, Senior Business,
Senior Professional Administrative Support

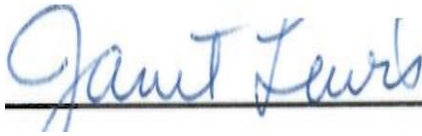
Mark Watson, Union Representative WSCCCE,
Council 2, Local 21, 21C, 212, 2083
& Local 21-PA Assistant



Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32



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



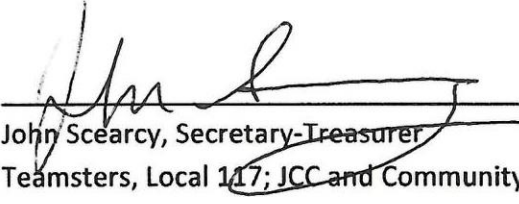
Janet Lewis, Business Representative
IBEW, Local 146



Kal Rohde, Business Representative
Sheet Metal Workers, Local 66



Brian Self, Business Representative
Boilermakers Union, Local 104



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



Mike Bolling, Business Representative
IU Operating Engineers, Local 286

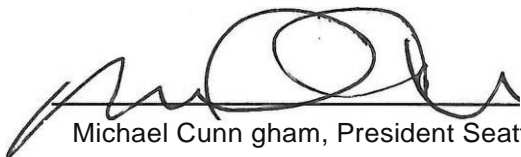
Brandon Hemming, Business Representative IAMAW, District Lodge 160, Local 289
& 79



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 Cunngham, President Seattle Police Dispatchers' Guild

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

Kevin Stuckey, President
Seattle Police Officers'
Guild



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



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



s, 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

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
SDHR	Shaun Van Eyk	Kailani DeVille

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32; 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 United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local 32 (“Local 32”). The collective bargaining agreement is a three-year agreement on wages, benefits, hours, and other working conditions for the period of January 1, 2022, through December 31, 2024. This legislation affects approximately 170 regularly appointed City employees.

The collective bargaining agreement provides for a 4 percent wage adjustment in 2022 and a 2.5 percent wage adjustment and a 1.5 percent market rate adjustment in 2023. In 2024, wages will increase by 100 percent of the annual growth rate of the Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023, with a minimum increase of 1 percent and a maximum increase of 2.5 percent. Employees will also receive a 1.5 percent market rate adjustment in 2024. In addition to these annual wage adjustments, employees in the Water Pipe Worker Series (benchmarked to Water Pipe Worker) and Water Treatment Operator Series (benchmarked to Water Treatment Operator) will receive a wage equity and market adjustment of a 3.5 percent wage increase. Effective in 2023, shift differential will increase from \$1.00 to \$1.25/hour for swing shift and \$1.50 to \$1.75/hour for employees in the Water Operations and Water Quality units of the Seattle Public Utilities. Employees who obtain Hazwoper certification will be paid an additional \$5.00/hour while assigned to work that requires such certification. Overtime meal payments will increase from \$20.00 to \$25.00.

The City and Local 32 agreed to continue health care cost sharing as follows: the City will pay up to 107 percent of the average City cost of medical, dental, and vision premiums over the prior calendar year. Costs above 107 percent will be covered by the Rate Stabilization Reserve. Once that Reserve is exhausted, the City will pay 85 percent and the employee will pay 15 percent of any excess health care costs.

The collective bargaining agreement provides for other working conditions. The mileage reimbursement rate in 2022 is fifty-eight point five cents per mile for all miles driven in the course of City business on that day, and, in 2023, is sixty-five point five cents per mile for all

miles driven in the course of City business on that day. City departments will pay an allowance of three hundred dollars on the first paycheck of each contract year to be used for the purchase of required footwear and other appropriate work clothing. Additionally, 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.

The increased labor costs due to the collective bargaining agreement do not require any departments to increase their 2023 appropriations. Seattle Public Utilities (“SPU”) is the department with the biggest impact, estimated at \$1,350,000 for 2023, which can be absorbed by the Water Fund and the Drainage and Wastewater Fund without any additional appropriation. The ongoing costs of \$1,850,000 will be built into the 2024 Proposed Budget for SPU. The ongoing costs for the other departments are minimal and will be absorbed by their budgets in 2024.

2022-2024 AWI	2023 One-Time	2024 Ongoing
SPU	1,350,000	1,850,000
Other Funds:		
FAS	70,999	108,284
CEN	26,593	40,558
SCL	15,196	23,176
SPR	183,209	279,420
Total All Other Funds:	295,996	451,438

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
				\$1,850,000
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

SDHR Labor Relations estimates the aggregate costs of wages for the Local 32 contract is estimated to grow to \$10,142,000 in 2024.

Are there financial costs or other impacts of *not* implementing the legislation?

If the contract is not legislated, employees would continue to receive the same wages that became effective on January 6, 2021.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Yes, there are financial and operational impacts to Seattle Center, Seattle City Light, Seattle Department of Transportation, Department of Financial and Administrative Services, Seattle Parks & Recreation, and Seattle Public Utilities.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

No/not applicable.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No/not applicable.

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

No/not applicable.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)?**

Not applicable.

Summary Attachments:

Summary Attachment A – Bill Draft Version of Local 32 Agreement

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING & PIPE FITTING INDUSTRY
LOCAL 32

Effective January 1, 2022, through December 31, 2024

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1 – NON-DISCRIMINATION	2
ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND TEMPORARY EMPLOYMENT.....	3
ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES.....	10
ARTICLE 4 – UNION MEMBERSHIP AND DUES.....	11
ARTICLE 5 – GRIEVANCE PROCEDURE.....	13
ARTICLE 6 – WORK STOPPAGE	19
ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY	20
ARTICLE 8 – ANNUAL VACATIONS.....	22
ARTICLE 9 – HOLIDAYS	24
ARTICLE 10 – SICK, FUNERAL, EMERGENCY AND OTHER LEAVES.....	26
ARTICLE 11 – RETIREMENT <u>AND VEBA</u>	31
ARTICLE 12 – HEALTH CARE, DENTAL CARE, LIFE INSURANCE, AND LONG-TERM DISABILITY INSURANCE.....	33
ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS.....	35
ARTICLE 14 – UNION REPRESENTATIVES	37
ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION.....	39
ARTICLE 16 – SAFETY STANDARDS	42
ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD	43
ARTICLE 18 – HOURS OF WORK AND OVERTIME	47
ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF, AND RECALL.....	55
ARTICLE 20 – GENERAL CONDITIONS	61
ARTICLE 21 – APPRENTICESHIP.....	67
ARTICLE 22 – RIGHTS OF MANAGEMENT	68
ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE.....	69
ARTICLE 24 – DISCIPLINE.....	70
ARTICLE 25 - ENTIRE AGREEMENT	71
ARTICLE 26 – SUBORDINATION OF AGREEMENT	72
ARTICLE 27 – SAVINGS CLAUSE.....	73
ARTICLE 28 – TERM OF AGREEMENT.....	74
APPENDIX A.....	75
APPENDIX B	82
APPENDIX C.....	84

PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 – NON-DISCRIMINATION

1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, 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.

1.1.1 Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to either gender.

1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

ARTICLE 2 – RECOGNITION, BARGAINING UNIT, AND
TEMPORARY EMPLOYMENT

- 2.1 The City recognizes 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 Appendices A and B of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:
- 2.1.1 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.
- 2.1.2 The term "probationary employee" shall be defined as an employee who is within the first twelve (12) month trial period of employment following their initial regular appointment within the classified service from an eligible register.
- 2.1.3 The term "apprentice" shall be defined as an employee whose terms and conditions of employment are set forth in an "agreement of apprenticeship" which terms shall govern when they conflict with any terms and conditions herein. Apprenticeship programs are authorized by RCW 49.04 and Seattle Municipal Code Section 4.04.200 B which designates a Joint Advisory Apprenticeship Committee to administer such programs. At the time of the signing of this Agreement, the applicable apprentice title is Water Pipe Worker Apprentice. Other apprentice titles will be included within this definition as they are adopted by the Joint Advisory Committee, approved by the state, adopted by the City Council, and incorporated into this Agreement by an amending Memorandum of Understanding.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 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.

2.1.7 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:

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
2. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
3. A short-term assignment of up to one (1) year, which may be extended beyond one year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or
4. A 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, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
5. A term-limited assignment for a period of more than one but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

2.1.8 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.

2.1.8.1 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.

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

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.1.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 18.1.4; 18.1.4.1; 18.1.4.2; 18.1.9; 18.6; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, 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 5.

2.2.1 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 the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Personnel Rule 11.

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

2.2.2 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:

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
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.)

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

2.2.2.1 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 2.2.8. 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.

2.2.2.2 The premium pay in Section 2.2.2 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.

2.2.3 Medical and Dental 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 hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open 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 a temporary employee. 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.

2.2.4 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.

2.2.4.1 Benefits-Eligible Temporary Employee Holiday Pay: A temporary employee shall be compensated at their 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 they remain in such eligible assignment.

1. 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 Article 9.
2. 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, they shall be eligible for another day off, with pay during the same workweek.
3. 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.
4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided they have not already received personal holidays in another assignment within the same calendar year.
5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. 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.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if they have had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a

temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits; such as, benefits that exceed legal requirements, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2; 2.2.3; and 2.2.4.

2.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 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 2.2.2 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 affected collective bargaining representatives, 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 2.2.2 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 2.2.2 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.

2.2.8 The premium pay provisions set forth within Section 2.2.2 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 (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 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 permanent 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 2.2.2 or solely to avoid considering creation of permanent positions.

2.2.9.1 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.

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. 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.

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

2.3 The City participates in programs or may establish programs that result in individuals performing work for the City that would otherwise be performed by employees in positions covered by this Bargaining Agreement. Such programs have included and may include: youth training and employment programs; federal Comprehensive Employment and Training Act (CETA) or similar program; "Project Hire"; vocational rehabilitation programs; work study and student intern programs; work fare programs; court-ordered community service; volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this Agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this Agreement under this Section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such upward mobility programs shall not have their original bargaining unit status affected by such plan and shall continue to receive the salary of their regularly-assigned position. The City will furnish the Union a copy of such training plan(s) prior to implementation if they affect bargaining unit employees.

ARTICLE 3 – LABOR-MANAGEMENT COMMITTEES

3.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

3.1.1 Interdepartmental Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 32 Union Representatives, and employees/stewards from the participating departments.

3.1.2 Intradepartmental Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

3.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards.

Note: 3.1.1, 3.1.2, and 3.1.3 may include Union Representatives from other Unions.

3.2 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 Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

- 4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.
- 4.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 4.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 4.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.
- 4.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.
- 4.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.
- 4.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

- 4.8 New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employees:
- a. Name
 - b. Home address
 - c. Personal phone
 - d. Personal email (if a member offers)
 - e. Job classification and title
 - f. Department and division
 - g. Work location
 - h. Date of hire
 - i. FLSA status
 - j. Compensation rate

The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and employees who are no longer in the bargaining unit. For employees who have transferred into the bargaining unit, the City shall supply the union with the same information listed in items a,b,c,d,e,f, and g of this Section.

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

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

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

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

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

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 5.1.1 Reclassification grievances shall be processed per Section 5.12.
- 5.2 The City and the Union encourage the use of the City’s Alternative Dispute Resolution (ADR) Program or other ADR processes to resolve non-contractual workplace conflicts/disputes. Participation in the City’s ADR Program or in another ADR process is entirely voluntary and confidential.
- 5.3 A 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 grievance procedure and be processed within the time limits set forth herein.
- 5.4 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 5.5 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 5.6 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

5.7 A grievance shall be processed in accordance with the following procedures:

5.7.1 Step 1: The grievance shall be reduced to written form which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative or employee shall forward the written grievance to the management supervisor and the Union representative within twenty (20) business days after the alleged contract violation. The management supervisor 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 and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged grievance. The management supervisor shall give a written answer to the Union within ten (10) business days after the grievance meeting.

5.7.2 Step 2: If the grievance is not resolved as provided in Step 1 above, the Union representative or employee shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations and the Union representative within ten (10) business days after the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Union representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, 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 fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator 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 implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union representative shall be so informed by the ADR Coordinator.

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

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

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

5.7.3 Step 3: If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Section 5.2, the Union representative or employee shall forward the written grievance defined in the same manner as provided in Step 1, within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate appointing authority.

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

The Director of Labor Relations or their designee shall investigate the alleged grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. The Director of Labor Relations or designee shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.7.4 **Step 4:** If the grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn. Such reference to arbitration shall be made within thirty (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 alleged violation;
- C. Question(s) that the arbitrator is being asked to decide;
- D. Remedy sought.

5.7.5 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 that the grievance was not resolved in mediation.

5.8 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 the process of adjustment or arbitration.

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

5.9.1 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 such power shall be limited to interpretation or application of the express terms of this Agreement; and all other matters shall be excluded from arbitration.

5.9.2 The decision of the arbitrator regarding any arbitrable grievance shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

5.9.3 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

5.9.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5.10 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 grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

5.11 The parties have agreed, through a Memorandum of Agreement, to adopt the following 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 time lines 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 5.9.3.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

5.12 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of

receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
 - 1. The Union may submit the grievance to binding arbitration per Section 5.7.4 (Step 4); or
 - 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 5.7.4 (Step 4).

ARTICLE 6 – WORK STOPPAGE

- 6.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.
- 6.2 In the event, however, that there is a work stoppage or any other interference with City functions that 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 meet the following conditions:
- 6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.
- 6.2.2 The Union, its officers and representatives shall promptly order its members to return to work notwithstanding the existence of any picket line.
- 6.2.3 The Union, its officers and representatives will, in good faith, use every reasonable effort to terminate such unauthorized action.
- 6.2.4 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 in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 7 – CLASSIFICATIONS, RATES OF PAY AND MARKET RATE ANALYSIS

- 7.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendices A and B, which are attached hereto and made a part of this Agreement.
- 7.2 Effective January 5, 2022, employees' base wages will be increased by 4%.
- 7.3 Effective January 4, 2023, employees' base wages will be increased by 2.5%.
- 7.3.1 Effective January 4, 2023, all members will receive a 1.5% market rate adjustment.
- 7.4 Effective January 3, 2024, employees' base wages will be increased by 100% of the annual growth rate of the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023 with a minimum increase of 1% and a maximum increase of 2.5%.
- 7.4.1 Effective January 3, 2024, all members will receive a 1.5% market rate adjustment.
- 7.5 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.
- 7.6 Correction of Payroll Errors: In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck;
 - 1. By payroll deductions spread over two pay periods; or
 - 2. By payments from the employee spread over two pay periods.
 - B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
 - C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from 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.

7.7 Additional Wage Equity and Market Adjustments: Effective January 4, 2023 the following classifications will receive a wage equity and market adjustment of a 3.5% wage increase, in addition to the annual wage adjustment set forth in Section 7.2, above:

- Water Pipe Worker Series, benchmarked to Water Pipe Worker
- Water Treatment Operator Series, benchmarked to Water Treatment Operator

Wage and market adjustments will be included in the wage schedules listed in Appendix A, Section 1.2 and Appendix B, Section 1.2. Appendix wage tables.

ARTICLE 8 – ANNUAL VACATIONS

- 8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 8.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated time, and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.
- 8.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

8.3.1 If the City revises its vacation accrual policy, the parties agree to a reopener on vacation accrual.

8.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate 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.

8.5 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.

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative.

8.7 An employee who leaves the City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.

8.8 Upon the death of an employee in active service, pay shall be allowed for any vacation earned and not taken prior to the death of such employee.

8.9 Where the terms of this Section 8.9 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

8.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. 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 leave of absence.

Where the terms of this Section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Seattle Public Utilities Distribution Section of Water Operations will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water Operations Director. Such plan will be subject to modification and clarification by mutual agreement. The number of employees allowed off at any one time will be a prerogative of management as it is a staffing function.

ARTICLE 9 – HOLIDAYS

9.1 The following days, or days in lieu thereof, shall be recognized as paid holidays.

New Year’s Day	January 1
Martin Luther King, Jr.’s. Birthday	3rd Monday in January
Presidents’ Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous People’s Day	2 nd Monday in October
Veterans’ Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

9.1.1.1 Employees who have either:

1. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.2), or
2. are accruing vacation at a rate of .0615 or greater (Article 8.3)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 9.1) to be added to their leave balance on the pay date of the first full pay period in January on the following year.

- 9.1.2 A part-time employee shall receive paid holiday time off (or time 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 covered by this Agreement. 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.
- 9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of thirty (30) calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay; and, in addition, they shall receive either one and one-half (1½) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1½) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.
- 9.4 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 9.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 9.1 during that calendar year.
- 9.4.1 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the appointing authority, such lesser fraction of a day as shall be approved by the designated management representative. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 9.3 of this Article for time worked on that day.

ARTICLE 10 – SICK, FUNERAL, EMERGENCY AND OTHER LEAVES

10.1 Sick leave: Sick leave shall be defined as paid time off from work for a qualifying reason under Article 10 of this agreement. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. However, if an employee's overall accrual rate falls below the accrual rate required by Chapter 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter 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 Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
- B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
- D. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
- F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional; or
- G. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any

time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

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

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

10.1.2 Unlimited sick leave credit may be accumulated.

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

10.1.4 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.

10.1.5 In order to receive paid sick leave for reasons provided in Article 10.1.A - G an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purposes, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four (4) consecutive days.

10.1.6 Conditions Not Covered: Employees shall not be eligible for sick leave:

- A. When suspended or on leave without pay and when laid off or on other non-pay status;
- B. When off work on a holiday;
- C. When an employee works during their free time for an employer other than the City of Seattle and their illness or disability arises therefrom.

10.1.7 Prerequisites for Payment: The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.

10.1.7.1 Prompt Notification: The employee shall promptly notify their immediate supervisor, by telephone or otherwise, on their first day off due to illness and each

day thereafter until advised otherwise by their immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, they shall notify their immediate supervisor as far as possible in advance of their scheduled time to report for work.

- 10.1.7.2 Notification While on Paid Vacation or Compensatory Time Off: If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be provided as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.
- 10.1.7.3 Filing Application: Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after their return to duty. However, if the employee is absent because of illness or injury for more than eighty (80) working hours, they shall then file an application for an indefinite period for time. The necessary forms shall be available to the employee through their department supervisor.
- 10.1.7.4 Claims to be in 15-minute increments: Sick leave shall be claimed in 15-minute increments to the nearest full 15-minute increment. Fractions of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.
- 10.1.7.5 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.
- 10.1.8 Rate of Pay for Sick Leave Used: An employee who uses paid sick leave shall be compensated at the rate of pay they would have earned had they worked as scheduled, with the exception of overtime (see Section 10.1.9). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay is entitled to receive the premium for those hours missed due to sick leave.
- 10.1.9 Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 10.1. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay. An employee may not use

paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to their schedule.

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

10.3 Emergency Day: 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 appointing authority when it is necessary that the employee be immediately off work to attend to one of the following situations either of which necessitates immediate action on the part of the employee:

- A. The employee's spouse, child, parent or domestic partner 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, flood or ongoing loss of power). "Household" shall be defined as the physical aspects, including pets, of the employee's residence or vehicle; or,
- 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.

The "day" may be used for separate instances, in one (1) hour increments, but no more than eight (8) hours shall be allowed in any Agreement year.

10.4 Wellness Incentive Plan: Employees within the bargaining unit who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods

for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.)

This benefit shall become null and void when or if the parties negotiate a general leave plan.

All use of sick leave shall be considered in reviewing sick leave use, except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

10.5 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33 and Article 11.2.B.

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

10.7 Pay for Deployed Military: An employee 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.

10.7.1 An employee who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit, and is on unpaid military leave of absence, shall be eligible to retain the medical, dental and vision services coverage, and optional insurance coverage, for the employee'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 employee was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and 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.

ARTICLE 11 – RETIREMENT AND VEBA

- 11.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 11.1.1 Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.
- 11.2 Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Contributions from Unused Paid Time off at Retirement

- A. Eligibility-to-Retire Requirements:
1. 5-9 years of service and are age 62 or older,
 2. 10-19 years of service and are age 57 or older,
 3. 20-29 years of service and are age 52 or older, or
 4. 30 years of service and are any age.
- B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/24.
- C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are deemed eligible to retire and those who will become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:
1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
 2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
 3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute

any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

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

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

Contributions from Employee Wages (for all bargaining unit members)

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

3. \$25 per month, or
4. \$50 per month.

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

- 11.3 **Sabbatical Leave and VEBA:** Members of a bargaining unit that votes to accept
the VEBA **and** who meet the eligible-to-
retire criteria are not eligible to cash out
their sick leave at twenty-five percent (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 twenty-five percent (25%) in accordance with the sabbatical benefit.

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

- 12.1 The City shall provide medical, dental and vision plans (Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Washington Delta Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 12.1.1 For calendar years 2019, 2020, and 2021 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.
- 12.1.2 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 12.2 Long Term Disability: The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 12.2.1 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 this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 12.2.2 The maximum monthly premium cost to the Employer 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 Employer's premium obligation per calendar year as set forth within Section 12.2.

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

12.3.1 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 employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.

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

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 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

ARTICLE 13 – INDUSTRIAL INJURY OR ILLNESS

- 13.1 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.
- 13.1.1 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 account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized 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 13.1, which provides payment at the eighty percent (80%) rate; or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.1.
- 13.1.2 Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's appointing authority 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.
- 13.1.3 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- 13.1.4 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.

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.

- 13.2 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 13.1.
- 13.3 Any employee eligible for the benefits provided by this Ordinance 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 appointing authority shall direct with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 13.4 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.
- 13.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 13.6 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.

ARTICLE 14 – UNION REPRESENTATIVES

- 14.1 Union Visitation: The Union Representative of the Union party to this Agreement and/or the duly authorized representative 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 the 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 employee and/or the Union Representative for the conduct of Union business or the promotion of Union affairs other than stated above.
- 14.2 The Union may appoint a Shop Steward in the various City departments affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Union shall furnish the City Labor Relations Office and the affected department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Union's representative on the job to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time, at the discretion of the City, to perform these duties during regular working hours without suffering a loss in pay. Under no circumstances shall shop stewards countermand orders of or direction from City officials, or change working conditions.
- 14.2.1 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.
- 14.2.2 If a normal shift or work assignment rotation will result in the transfer of a Union Shop Steward to another shift or work location (reporting headquarters), the Union and Shop Steward will be given a notice of at least two weeks (no less than fourteen (14) calendar days). Upon the request of the Union Business Representative, the affected management Director shall meet to discuss the transfer.

14.2.3 Employee Participation in Collective 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 of 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:

1. *Bargaining preparation and meetings of the Union’s bargaining team other than actual negotiations shall not be applicable to this provision;*
2. *No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.*
3. *If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.*

ARTICLE 15 – WORK OUTSIDE OF CLASSIFICATION

15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, they shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager, or director directly above the position that is being filled out of class, who has budget management authority of the work unit as determined by the appointing authority. 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. Upon request by the Union, the City shall provide documentation of a Washington State journey-level plumber's license for those employees who are currently assigned to work out of class in the Plumber job classification. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six- (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; (4) a position is encumbered (an assignment in lieu of a layoff; e.g., as with the renovation of the Seattle Center Coliseum. When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

15.1.1 An out-of-class assignment shall be formally made in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class 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 his or her own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

- 15.1.2 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their appointing authority for retroactive payment of out-of-class pay. The decision of the appointing authority as to whether the duties were performed and whether performance thereof was appropriate shall be final.
- 15.1.4 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.
- 15.1.5 Hours worked out-of-class that were properly paid per this Article, shall apply toward salary step placement if the employee is appointed or their position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 15.2 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 belong to the bargaining unit they always belonged to. Any dues authorized under Article 4 shall continue during the temporary assignment. 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 his/her 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.
- 15.2.1 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 Employer. The involved employee shall receive the salary rate for the lower class that without increase is nearest to the salary rate to which such employee was entitled in the higher class.
- 15.3 Seattle Public Utilities personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

15.4 Water Pipe Workers who do not meet the minimum qualifications for Senior Water Pipe Worker, when assigned responsibility for a crew and crew vehicle, shall be paid out-of-class pay at the Senior Water Pipe Worker rate.

15.4.1 No out-of-class compensation shall be paid for operating a crew vehicle as a means of transporting personnel to and from a job location only.

15.4.2 All out-of-class pay in this Section shall be subject to the provisions of Section 15.1.

15.4.3 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation, and holidays at the rate of the assigned higher classification.

Any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment regardless of the length of 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.

ARTICLE 16 – SAFETY STANDARDS

- 16.1 All work shall be done in a competent and safe manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules, which shall be complied with.
- 16.2 Safety Committee: The Union shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

Probationary Period: A twelve- (12) month trial period of employment following an employee's initial regular appointment within the Civil Service to a budgeted position.

Regular Appointment: The authorized appointment of an individual to a position in the Civil Service.

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. a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or,
- B. rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee: An employee who has successfully completed a twelve- (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

Revert: To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.

Reversion Recall List: If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

17.2 Probationary Period/Status of Employee: Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

17.2.1 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.

17.2.2 An employee shall attain regular employee status after having completed their probationary period unless the individual is dismissed under provisions of Section 17.3.

- 17.3 **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 Employer 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.
- 17.3.1 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.
- 17.4 **Trial Service Period:** 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.
- 17.4.1 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 position within the former department (if applicable) in the classification from which the employee was appointed.
- 17.4.2 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.
- 17.4.3 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.
- 17.4.4 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 17.4.5 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 appointed for a period of one (1) year from the date of reversion.

- 17.4.6 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.
- 17.4.7 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.
- 17.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Reversion Recall List and the employee's record shall reflect a quit.
- 17.4.9 A reverted employee shall be paid at the step of the range which they normally would have received had they not been appointed to another classification.
- 17.5 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.
- 17.5.1 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.
- 17.5.2 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.

17.5.3 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.

17.6 The probationary period shall be equivalent to twelve- (12) months of service following regular appointment. Occasional absences due to illness, 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 which are not protected under Article 10, Chapter 14.16 or other applicable laws such as RCW 49.46.210.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.1 Eight (8) hours within nine (9) consecutive hours shall constitute a workday and five (5) consecutive days shall constitute a work week of forty (40) hours. Work schedules shall normally consist of five consecutive days followed by two consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

18.1.1 Breaks and Meal Periods: During a normal work shift of up to twelve (12) hours, an employee will be allowed one fifteen (15)-minute paid break in each half of the shift. Employees shall be allowed a one half (½)-hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten (10) to twelve (12) hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid one-half (½)-hour meal period, as the work will allow as determined by the supervisor, within the first three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one-half- (½)-hour shall continue to be provided within each successive four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted one-half- (½)-hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one (1) other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 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 provided in Sections 18.1.1, 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.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided in accordance with section A below.

A. **Scheduling Changes:**

1. **Definitions:** For the purpose of this section the following definitions shall 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.
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.
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.
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.

18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the rate of two (2) times the employee's regular straight time rate of pay or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

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.

Notwithstanding the other Sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions as expressed in this Article.

18.1.4.1 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.

18.1.5 Crew Chiefs Unit: Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight-time rate of pay.

18.1.5.1 Crew Chiefs Unit: Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call-out basis, involving field duties related to Seattle Public Utilities or other City department operations projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight-time rate of pay.

18.1.6 Emergency Call Back: Employees who are called back to work after completing their regular shift and who are relieved of duty before commencing their next 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 = 4 hours' straight-time pay. Two and one-half (2 1/2) hours = 5 hours' straight-time pay. Four (4) hours = 8 hours' straight-time pay.

18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

- A. The employee is required to work in excess of eight (8) hours on an overtime basis;
- B. The employee's next regularly scheduled shift begins within eight (8) hours of being released from overtime; and
- C. The employee must have worked a total of sixteen (16) hours within the twenty-four- (24) hour period commencing at the beginning of their preceding regular shift.

Compensatory Time Benefit:

In the event of an emergency, it may be necessary to work an employee over sixteen (16) hours and in that event for each overtime hour worked in excess of eight (8) overtime hours, under the conditions described above, the employee shall accrue one (1) hour of compensatory time, which must be used at the beginning of or during the employee's next regular shift that commences within eight (8) hours of being released from the overtime work.

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Seattle Public Utilities, or the designated manager in

other City departments, or their designee, the employee may be required to return to work.

Such compensatory time shall be earned in addition to the normal overtime rate of pay.

18.1.8 Seattle Public Utilities: In extended emergency situations, without prior notice, the Utility will switch to two (2) twelve (12) hour shifts until the emergency is resolved. Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of switching to two twelve hour shifts.

18.1.9 Meal Payment: Full time employees shall be eligible for a meal payment when directed to work two or more hours of unscheduled overtime, or ten or more hours of overtime on a scheduled basis. For the purposes of meal payment only, *scheduled overtime* is any period of overtime work where the date, start time and stop time are communicated to the affected employee 12 or more hours in advance of the scheduled start time, and where such a notified employee has had at least 8 hours off work, prior to the start of the scheduled overtime.

A. Unscheduled Overtime: After an employee has worked two hours of unscheduled overtime, they shall be eligible for a meal payment. After this two-hour requirement has been satisfied, the employee shall be eligible for one additional meal payment for each additional five-hour period of unscheduled overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.

B. Scheduled Overtime: After an employee has worked ten hours of overtime, resulting from a scheduled overtime assignment, they shall be eligible for a meal payment. After this ten (10)-hour requirement has been satisfied, the employee shall be eligible for one additional meal payment for each additional five-hour period of overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.

C. Extension of Scheduled Overtime: If a period of scheduled overtime is planned to last for eight hours or less, no meal payment eligibility shall exist for that scheduled overtime period because fewer than ten hours of overtime had been scheduled. However, if an eight-hour or shorter scheduled overtime period must later be extended two or more hours past its scheduled stop time, then any additional overtime hours, by themselves, shall be treated as unscheduled overtime as provided for in A above.

All overtime meal payments, whether the meal is taken or not, shall be receipt-less and paid at \$25.00.

A department may, at its discretion, provide or engage another agency to provide one or all of the meals for which the meal payment would otherwise apply. Employees shall not be eligible for meal payment for meals so provided.

18.2 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.

18.3 Standby Duty (Applicable in all departments and to all bargaining unit employees): Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by cell phone and/or pager Standby, at the employee's option, to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be paid at the 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 actual hours worked and compensation shall be provided in accordance with Section 18.1.6.

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

18.4 Seattle Public Utilities' Standby Procedure: Voluntary Standby Rosters will be posted for the Water Operations Division and Watersheds and Transmission Divisions. Senior Workers, Workers and Apprentices in the Operations Division and Senior Workers in the Watersheds and Transmission Divisions may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have their name removed from the Standby Roster upon written notification to the Supervisor one week (seven calendar days) prior to their scheduled date to commence Standby Duty. An employee may have their name withdrawn on short notice, less than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster will be rotated on a weekly basis. It is the responsibility of the employee to be aware of their position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.4.1 If the Standby Roster sign-up procedure described in Section 18.3 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of one (1) Crew Chief, one (1) Senior Water Pipe Worker, and one (1) Water Pipe Worker/Apprentice in Operations Division, and one (1) Crew Chief or Senior Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Seattle Public Utilities will immediately notify the Shop Steward or Business Agent of such fact. If the Union cannot provide sufficient, additional individuals for Standby Duty commencing that

Friday evening by noon Friday, the Seattle Public Utilities may designate additional personnel to provide equivalent coverage. Designation may be rotated, starting with the least senior employee within each appropriate class, from a list of all affected employees. (Apprentices are not eligible for at least six (6) months and until determined as qualified.) Seniority is determined by service in the job title; total City service (earned-to-date hours) will break a tie in seniority.

18.4.2 Personnel on Standby are expected to call within fifteen (15) minutes after being paged. When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided for actual hours worked and in accordance with 18.1.6.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be allowed to take their City vehicle home. If an employee is assigned a City vehicle to take home, overtime pay will start from the time the employee is contacted.

18.4.3 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel, and travel time shall be at Seattle Public Utilities' expense if required on off-duty time. No employee shall be required to report to other than their normal duty station to commence their workday for purposes of such training.

18.4.4 Nothing herein shall be construed to guarantee a minimum staffing level for Standby Duty nor is a maximum level to be implied.

18.4.5 Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of Seattle Public Utilities' standby procedures. Upon mutual agreement, the procedures may be revised and implemented during the life of this agreement.

18.5 Before instituting a standby procedure applicable to any bargaining unit title in any City department, the department shall notify the Union of the procedure and shall provide the Union no less than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date a procedure was originally proposed, the department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the department institutes a change in the standby procedure, the Union shall be notified and shall be provided no less than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date procedure modifications were originally proposed, the department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.6 Employees in the Water Operations and Water Quality units of the Seattle Public Utilities who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift:

Effective January 4, 2023

Swing Shift	\$1.25/hour
Graveyard Shift	\$1.75/hour

With the exception of eligible sick leave, the above shift premium shall not apply to any paid leave time including vacation, holiday pay, funeral leave, or other paid leave benefit (see Section 10.1.8).

Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call-out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1 Transfers: The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2 (E).

19.1.1 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.

If volunteers are requested for an opening, and multiple employees volunteer for the same opening or transfer, the employee with the most seniority in the classification will be selected. If the employee with most seniority in the classification has previously been selected for a volunteer position in the same calendar year, the next employee with seniority will be selected.

19.1.2 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 19.3.4.

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 jobs skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.

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 19.4.

- 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 19.1.2 (D) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 19.1.2 (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.

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as may be required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

19.2 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.

19.2.1 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 19.3.5. 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.

19.3. 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.

19.3.1 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.

19.3.2 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 17.4.2.)
- 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.

19.3.3 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.

19.3.4 At the time of layoff, a regular employee or a trial service employee (per 19.3.2(D) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or they may be transferred as provided in Section 19.1.2(D). 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 19.5. This Section shall apply within each of the following class series: (1) Plumber; Plumber, Senior; Plumber Crew Chief; (2) Water Pipe Worker Apprentice; Water Pipe Worker; Water Pipe Worker, Senior; Water Pipe Crew Chief; Transmission Crew Chief; (3) Utility Service Inspector; Utility Service Inspector, Senior; (4) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician; Water Treatment Operator Crew Chief (5) Utility Maintenance Specialist; Utility Maintenance Specialist Senior; (6) Water Meter Technician, Water Meter Technician Senior; (7) Operations Response Center Trainee; Operations Response Center Operator; Operations Response Center Senior.

19.4 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.

19.4.1 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.

19.4.2 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.

19.4.3 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 17, Section 17.4 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 17, Section 17.4 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.

19.4.4 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.

19.5 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:
 - Jury Duty;
 - Disability incurred in line of service;
 - Illness or disability compensated for under any plan authorized and paid for by the City;
 - Service as a representative of a Union affecting the welfare of City employees;
 - 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.

19.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which they 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.

19.6 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 20 – GENERAL CONDITIONS

20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight (8) hours' work, such employees will be paid one-half (½) hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 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 Revenue Code for privately-owned automobile used for business purpose. The reimbursement rate as of January 1, 2015 is fifty-seven point five cents (\$.575) per mile for all miles driven in the course of City business on that day. The reimbursement rate as of January 1, 2019 is fifty-eight cents (\$.58) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents per mile mileage reimbursement rate set forth in Section 20.2 shall be adjusted up or down to reflect the current rate.

20.2.2 When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the appointing authority or their designee.

20.3 The City will furnish all WISHA-required equipment. Further, Seattle Public Utilities' employees engaged in outside work will be provided the following protective clothing:

- A. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year;
- B. One pair of safety toe rubber boots with replacement on a wear basis;
- C. One pair of cotton or rubber gloves on an as needed basis;
- D. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

20.3.1 Plumbers: The City will make the following items available to employees as needed, based on work assignment:

- A. Rain gear
- B. Safety/rubber boots
- C. Gloves
- D. Coveralls

All protective clothing referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

20.4 Bulletin Board: The City, upon written request from the Union relative to a specific City department that employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Clothing Allowance: The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). The department will pay an allowance of Three Hundred (\$300) Dollars on the first paycheck of each contract year to be used for the purchase of required footwear and other appropriate work clothing. Employees shall be eligible for such allowance upon employment or to replace or repair worn out shoes as needed. The allowance hereunder shall be made equally for safety shoes providing acceptable toe protection with materials that may replace steel, which is now being used for this purpose.

- 20.6 Seattle Center Employee Monorail Use: Seattle Center employees shall be permitted to continue to ride the Monorail without charge, provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.
- 20.7 Seattle Center Employee Parking: The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988, and who desire parking privileges shall pay Twenty Dollars (\$20) a month for parking during working hours only, or Twenty-five Dollars (\$25) a month for parking during working hours and all other hours.
- 20.7.1 Flexcar Program: If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.
- 20.7.2 Public Transportation & Parking: The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.
- 20.7.3 Parking Past Practice: In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 20.8 Plumber's License: Employees in the classifications of Plumber, Plumber Senior, and Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

- 20.9 **Identification Cards:** Picture identification cards may be issued to employees by the City; and, if so, shall be worn in a sensible but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear will be borne by the City. The City shall pay for the employee's time off for the purposes of continuing education required by the State of Washington for license renewal. The employee shall be allowed to choose between classroom or online continuing education. The employee must provide 14 days' notice to management. Management may approve or deny the request. If management denies the request it shall be for reasonable business purposes.
- 20.10 Employees required to perform testing, installation, and maintenance of backflow prevention devices, which work requires DHS cross-connection certification, shall be paid an additional one dollar (\$1.00) per hour while so assigned.
- 20.11 **Plumbers' Sprinkler System Confidence Testing Premium Pay:** Effective upon the signing of this Agreement, Plumbers, Senior Plumbers, and Plumber Crew Chiefs shall be eligible for a Two Hundred Dollar (\$200) per month premium pay for building sprinkler system confidence testing, maintenance, repairs, and installation of building sprinkler systems, while Seattle Fire Department certification is maintained. Each department will determine and limit the number of certifications required to perform the work within their respective department. If a certification is required, all costs to obtain and maintain the certification shall be paid by the City.
- 20.12 **Transit Subsidy:** The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.
- 20.13 **Commercial Driver's License:** If the job responsibilities of the classification of work to which an employee is regularly appointed, or is assigned on an out-of-class basis, involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City shall pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan.

The City shall make a reasonable effort to make City trucks or equipment available for skill tests. In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

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 those individuals will 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 schedules nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

20.14 Ethics and Elections Commission: Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court. In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

20.15 Reinstatement: Except as otherwise expressly provided in this Agreement, an employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

20.16 Supervisor 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 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

20.17 Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a \$200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

20.18 During the term of this Agreement, the City and the Union agree to enter into bargaining on mandatory subjects of bargaining associated with the following:

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

c.

20.19 Hazwoper Training: Employees that obtain Hazwoper (OSHA, CFR 29.1910) certification shall be paid an additional five dollars (\$5.00) per hour while assigned to work that requires such certification, with four (4) hour minimum call. The City will pay for the initial training and any required continuing education to maintain the certification. The City reserves the right to limit the number of employees that obtain Hazwoper certification for City purposes.

ARTICLE 21 – APPRENTICESHIP

21.1 The Seattle Public Utilities’ apprenticeship program for journey-level Water Pipe Workers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Water Pipe Worker Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Water Pipe Worker Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Water Pipe Worker Apprentice. Discharge from the program shall result in termination from employment with the Seattle Public Utilities.

21.2 The City of Seattle’s apprenticeship program for journey-level Plumbers has been incorporated in the Standards of Apprenticeship of the Seattle Area Plumbers, Housing Plumbers, Pipefitters, HVAC Refrigeration Mechanics, and Marine Pipefitters Apprenticeship Committee. The pay schedule for the Plumber Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the Seattle Area Plumbers, Housing Plumbers, Pipefitters, HVAC Refrigeration Mechanics, and Marine Pipefitters Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Plumber Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Plumber Apprentice. Discharge from the program shall result in termination from employment with the City.

ARTICLE 22 – RIGHTS OF MANAGEMENT

22.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules, and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

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

Determination as to (1), (2) or (3) above shall be made by the appointing authority involved. Prior to approval by the appointing authority involved to contract out work under this provision, the Union shall be notified. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The appointing authority involved shall make available to Local 32 upon request (1) a description of the services to be so performed and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described in Section 22.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement.

ARTICLE 23 – PRODUCTIVITY AND PERFORMANCE

23.1 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 service; the rights to increase or diminish operations, in whole or in part; the right 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 specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

23.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with the labor-management committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

23.3 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 control, and customer service.

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

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

ARTICLE 24 – DISCIPLINE

- 24.1 The City may suspend, demote, or discharge an employee for just cause.
- 24.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Termination.
- 24.3 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 24.4 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.
- 24.5 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 24.4 above.

ARTICLE 25 – ENTIRE AGREEMENT

25.1 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.

25.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 26 – SUBORDINATION OF AGREEMENT

- 26.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 26.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 27 – SAVINGS CLAUSE

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

ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall become effective upon signing by the parties or January 1, 2022, whichever is later, and shall remain in effect through December 31, 2024. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

Signed this _____ day of _____,
20__ytbd.

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING
INDUSTRY, LOCAL 32

CITY OF SEATTLE
Executed under authority of Ordinance

and

Jefferey J. Owen
Business Manager
U.A. Local 32

Bruce Harrell
Mayor

Shaun Van Eyk
Director of Labor Relations

Sascha Sprinkle
Labor Negotiator

APPENDIX A

Plumbers Unit*

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.3.1, 7.4, 7.4.1, and 7.7. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.3.1, 7.4, 7.4.1, and 7.7.

Section 1.1: Effective January 5, 2022, employees’ base wages will be increased by 4.0%.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	30.72	31.86	33.14	34.47	35.74
Operations Response Center Operator	33.14	34.47	35.74	37.10	38.57
Operations Response Center Operator, Senior	35.74	37.10	38.57	40.08	41.66
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – \$29.93 Step 2: 70% of Plumber entry level of pay from 07-12 months – \$31.27 Step 3: 73% of Plumber entry level of pay from 13-18 months – \$32.60 Step 4: 76% of Plumber entry level of pay from 19-24 months – \$33.95 Step 5: 79% of Plumber entry level of pay from 25-30 months – \$35.29 Step 6: 82% of Plumber entry level of pay from 31-36 months – \$36.63 Step 7: 85% of Plumber entry level of pay from 37-42 months – \$37.97 Step 8: 88% of Plumber entry level of pay from 43-48 months – \$39.31 Step 9: 91% of Plumber entry level of pay from 49-54 months – \$40.64 Step 10: 94% of Plumber entry level of pay from 55-60 months – \$41.98				
Plumber	44.67	46.44	48.24		
Plumber, Senior	48.04	49.95			
Utility Maintenance Specialist – SPU	38.21	39.64	41.26		
Utility Maintenance Specialist, Senior – SPU	40.45	41.98	43.66		
Utility Service Inspector	38.29	39.74	41.26	42.90	44.69
Utility Service Inspector, Senior	41.26	42.90	44.69	46.36	48.05
Water Meter Changer	30.11	31.35	32.52		
Water Meter Repairer	33.33	34.70	36.03		
Water Meter Repairer, Senior	34.54	35.86	37.35		
Water Meter Tech	33.33	34.70	36.03		
Water Meter Tech, Senior	40.23	41.68	43.27		

UAJAPFFI, Local 32, Seattle Public Utilities’ Titles,
 Crew Chiefs, Plumbers and Plumber Crew Chiefs
 Effective January 1, 2022, through December 31, 2024

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Water Pipe Helper	26.41	29.31	30.11	31.35	
Water Pipe Worker	34.54	35.90	37.34	38.81	
Water Pipe Worker, Apprentice	31.74	32.48	33.98	35.10	
Water Pipe Worker-WDM I	35.32	36.67	38.12	39.59	
Water Pipe Worker, Senior	38.58	40.09	41.63		
Water Pipe Worker, Senior-WDM II	40.23	41.68	43.27		
Water Treatment Equip Tech	39.28	40.86	42.57		
Water Treatment Operator	32.00	33.25	34.55	35.95	
Water Treatment Operator, Senior	37.28	38.79	40.31		
Water Treatment Operator-Asg Relief	33.28	34.58	35.93	37.39	
Water Treatment Operator-WDM I	32.34	33.57	34.89	36.30	

*Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

**Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

Section 1.3: Effective January 3, 2024, employees’ base wages will be increased by 100% of the annual growth rate of the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023 with a minimum increase of 1% and a maximum increase of 2.5%.

Section 1.3.1: Effective January 3, 2024, all members will receive a 1.5% market rate adjustment in addition to the annual wage adjustment in section 1.3 above.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Trainee	TBD	TBD	TBD	TBD	TBD
Operations Response Center Operator	TBD	TBD	TBD	TBD	TBD
Operations Response Center Operator, Senior	TBD	TBD	TBD	TBD	TBD
Plumber Apprentice	Step 1: 67% of Plumber entry level of pay from 00-06 months – Step 2: 70% of Plumber entry level of pay from 07-12 months – Step 3: 73% of Plumber entry level of pay from 13-18 months – Step 4: 76% of Plumber entry level of pay from 19-24 months – Step 5: 79% of Plumber entry level of pay from 25-30 months – Step 6: 82% of Plumber entry level of pay from 31-36 months – Step 7: 85% of Plumber entry level of pay from 37-42 months – Step 8: 88% of Plumber entry level of pay from 43-48 months – Step 9: 91% of Plumber entry level of pay from 49-54 months – Step 10: 94% of Plumber entry level of pay from 55-60 months –				
Plumber	TBD	TBD	TBD		
Plumber, Senior	TBD	TBD			
Utility Maintenance Specialist – SPU	TBD	TBD	TBD		
Utility Maintenance Specialist, Senior – SPU	TBD	TBD	TBD		
Utility Service Inspector	TBD	TBD	TBD	TBD	TBD
Utility Service Inspector, Senior	TBD	TBD	TBD	TBD	TBD
Water Meter Changer	TBD	TBD	TBD		
Water Meter Repairer	TBD	TBD	TBD		
Water Meter Repairer, Senior	TBD	TBD	TBD		
Water Meter Tech	TBD	TBD	TBD		
Water Meter Tech, Senior	TBD	TBD	TBD		

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Water Pipe Helper	TBD	TBD	TBD	TBD	
Water Pipe Worker	TBD	TBD	TBD	TBD	
Water Pipe Worker, Apprentice	TBD	TBD	TBD	TBD	
Water Pipe Worker-WDM I	TBD	TBD	TBD	TBD	
Water Pipe Worker, Senior	TBD	TBD	TBD		
Water Pipe Worker, Senior-WDM II	TBD	TBD	TBD		
Water Treatment Equip Tech	TBD	TBD	TBD		
Water Treatment Operator	TBD	TBD	TBD	TBD	
Water Treatment Operator, Senior	TBD	TBD	TBD		
Water Treatment Operator-Asg Relief	TBD	TBD	TBD	TBD	
Water Treatment Operator-WDM I	TBD	TBD	TBD	TBD	

* Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I – Water Distribution Manager I
- WDM II – Water Distribution Manager II

**Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

APPENDIX B

Crew Chief Unit*

The rates provided in this Appendix are illustrative of the increases that are provided for in Articles 7.2, 7.3, 7.3.1 7.4, 7.4.1, and 7.7. Any discrepancies shall be governed by Articles 7.2, 7.3, 7.3.1, 7.4, 7.4.1, and 7.7.

Section 1.1: Effective January 5, 2022, employees’ base wages will be increased by 4.0%.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	45.99	47.82	49.72	51.71	53.77
Transmission Crew Chief	42.42	44.13	45.96	47.66	49.41
Transmission Crew Chief – WDM II	42.89	44.58	46.42	48.10	49.88
Water Meter Crew Chief	37.10	38.57	40.08		
Water Pipe Crew Chief	42.42	44.13	45.96	47.66	49.41
Water Pipe Crew Chief – WDM II	42.89	44.58	46.42	48.10	49.88
Water Treatment Crew Chief	43.34	44.95	46.68		

* Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.2: Effective January 4, 2023, employees’ base wages will be increased by 2.5%, and all members will receive a 1.5% market rate adjustment.

Section 1.2.1: Effective January 4, 2023, the following classifications will receive a wage equity and market adjustment of a 3.5% wage increase, in addition to the annual wage increase and market rate adjustments set forth in Section 1.2, above:

- Water Pipe Worker Series, benchmarked to Water Pipe Worker
- Water Treatment Operator Series, benchmarked to Water Treatment Operator

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	47.83	49.73	51.71	53.78	55.92
Transmission Crew Chief	45.60	47.44	49.41	51.23	53.12

UAJAPFFI, Local 32, Seattle Public Utilities’ Titles,
 Crew Chiefs, Plumbers and Plumber Crew Chiefs
 Effective January 1, 2022, through December 31, 2024

Transmission Crew Chief – WDM II	46.11	47.92	49.90	51.71	53.62
Water Meter Crew Chief	38.58	40.11	41.68		
Water Pipe Crew Chief	45.60	47.44	49.41	51.23	53.12
Water Pipe Crew Chief – WDM II	46.11	47.92	49.90	51.71	53.62
Water Treatment Crew Chief	46.59	48.32	50.18		

*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II – Water Distribution Manager II

Section 1.3: Effective January 3, 2024, employees’ base wages will be increased by 100% of the annual growth rate of the Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period of June 2022 through June 2023 with a minimum increase of 1% and a maximum increase of 2.5%.

Section 1.3.1: Effective January 3, 2024, all members will receive a 1.5% market rate adjustment in addition to the annual wage adjustment in section 1.3 above.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	TBD	TBD	TBD	TBD	TBD
Transmission Crew Chief	TBD	TBD	TBD	TBD	TBD
Transmission Crew Chief – WDM II	TBD	TBD	TBD	TBD	TBD
Water Meter Crew Chief	TBD	TBD	TBD		
Water Pipe Crew Chief	TBD	TBD	TBD	TBD	TBD
Water Pipe Crew Chief – WDM II	TBD	TBD	TBD	TBD	TBD
Water Treatment Crew Chief	TBD	TBD	TBD		

*Employees in the classifications of Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

UAJAPPFI, Local 32, Seattle Public Utilities’ Titles,
Crew Chiefs, Plumbers and Plumber Crew Chiefs
Effective January 1, 2022, through December 31, 2024

The certification is:

- WDM II – Water Distribution Manager II

APPENDIX C

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

Section A of the MOU has been incorporated into the collective bargaining as Article 4 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF

SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining
agreements)

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

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District

Council #5; the Inlandboatmen's Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

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

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

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

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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

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

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

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

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

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

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision The

Parties further agree:

- I. 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 bargains filed as a result of the *Janus v. AFSCME* Supreme Court decision.

SIGNED this _____ day of _____ 2018.

Executed under the
Authority of Ordinance
No. _ _ _ _

FOR THE CITY OF SEATTLE:


 Jenny A. Durkan,
 Mayor


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



 Laura A. Southard,

Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:



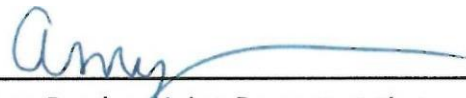
Elizabeth Rockett, Field Representative

IU Painters and Allied Trades, District Council #5

W


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


Ray Gorman, Union Representative


Union

Repre,:

ShL

ntati ve

PTE, Local 17

Professional, Technical, Senior Business,
Senior Professional Administrative Support

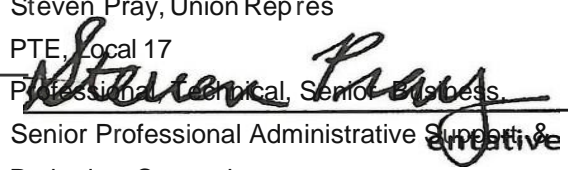


Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 212, 2083
& Local 21-PA Assistant



Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32


Steven Pray, Union Repres
PTE, Local 17
Professional Technical, Senior



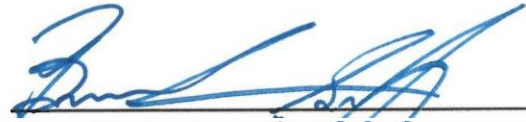
Senior Professional Administrative Support &
Probation Counselors "I"




Janet Lewis, Business Representative
IBEW, Loca146




Kal Rohde, Business Representative
Sheet Metal Workers, Local 66



Brian Self, Business Representative
Boilermakers Union, Local 104



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



Mike Bolling, Business Representative
IU Operating Engineers, Local 286

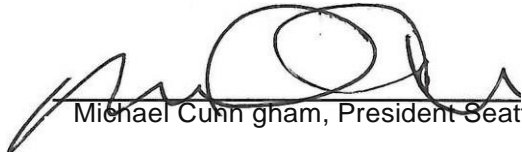
Brandon Hemming, Business Representative IAMAW, District Lodge 160, Local 289
& 79



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

UAJAPFFI, Local 32, Seattle Public Utilities' Titles,
Crew Chiefs, Plumbers and Plumber Crew Chiefs
Effective January 1, 2019 through December 31, 2021

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

Kevin Stuckey, President
Seattle Police Officers'
Guild



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

UAJAPFFI, Local 32, Seattle Public Utilities' Titles,
Crew Chiefs, Plumbers and Plumber Crew Chiefs
Effective January 1, 2019 through December 31, 2021



Brandon Hemming, Business Representative
IAAW, District Lodge 160, Local 289



Scott A. Sullivan

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

September 15, 2023

MEMORANDUM

To: Seattle City Council
From: Karina Bull, Analyst
Subject: CB 120655: Local 32 CBA

On September 19, 2023, the Council will discuss and possibly vote on [Council Bill \(CB\) 120655](#), that would authorize the Mayor to implement a collective bargaining agreement (CBA) between the City of Seattle (City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local 32 (Local 32). This memo provides a high-level summary of the CBA, including financial impacts, and identifies next steps.

Summary

This bill would approve a CBA between the City and Local 32 for approximately 170 employees in five departments: Department of Finance and Administrative Services (FAS), Seattle Center (CEN), Seattle City Light (SCL), Seattle Parks and Recreation (SPR), and Seattle Public Utilities (SPU). The CBA would cover the three-year period of January 1, 2022, through December 31, 2024. Table 1 summarizes the key terms of the agreement.

Table 1: Key terms of the agreement

Issue	CBA
Annual wage adjustment	All covered employees <ul style="list-style-type: none"> • 2022 – 4% adjustment • 2023 – 4% adjustment (2.5% wage adjustment and 1.5% market rate adjustment) • 2024 – TBD (minimum 1% and maximum 2.5% CPI-W adjustment and 1.5% market rate adjustment)
Additional wage equity and market rate adjustment	Employees in Water Pipe Worker Series and Water Treatment Operator Series <ul style="list-style-type: none"> • 3.5% adjustment
Shift differential increase	Employees in SPU Water Operations and Water Quality units, effective 2023 <ul style="list-style-type: none"> • Increase from \$1.00 to \$1.25 per hour for swing shift • Increase from \$1.50 to \$1.75 per hour for graveyard shift
Training certification increase	Employees with Hazwoper certification performing relevant work <ul style="list-style-type: none"> • Additional \$5.00 per hour (minimum four-hour call) • City will pay for initial training and required continued education to maintain the certification
Overtime meal payments	Increase from \$20.00 to \$25.00
Mileage allowance	Reimbursement for use of personal automobile for City business at per mile rate recognized by the United States Revenue Code <ul style="list-style-type: none"> • 2022 – \$0.585 per mile • 2023 – \$0.655 per mile
Clothing allowance	Purchase of required footwear and other appropriate work clothing <ul style="list-style-type: none"> • Increase from maximum annual reimbursement of \$130.00 to allowance of \$300.00 paid on first paycheck of each contract year
Holidays	Juneteenth and Indigenous People’s Day

Financial Impacts

The Executive states that the increased labor costs of these terms would not require departments to increase their 2023 appropriations. In 2023, SPU would have the largest financial impact, estimated at \$1,350,000; the Water Fund and the Drainage and Wastewater Fund could absorb this cost without any additional appropriation. Appropriations for ongoing costs of \$1,850,000 for SPU would be included in the 2024 Proposed Budget. Ongoing costs for other departments would be absorbed by department budgets in 2024. Table 2 summarizes the financial impacts on SPU and other departments.

Table 2: Summary of financial impacts on departments

2022-2024 AWI	2023 One-Time	2024 Ongoing
SPU	\$1,350,000	\$1,850,000
Other Departments		
FAS	\$70,999	\$108,284
CEN	\$26,593	\$40,558
SCL	\$15,196	\$23,176
SPR	\$183,209	\$279,420
Total other departments	\$295,996	\$451,438

Next Steps

If CB 120655 is approved by the Council, the Mayor would have authority to implement the CBA with Local 32. The Executive would include additional appropriations in the 2024 Proposed Budget to provide the funding needed to cover the costs of implementation in 2024 for SPU.

Please contact me if you have questions about this bill.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director
Yolanda Ho, Supervising Analyst



Legislation Text

File #: CB 120634, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Ballard Business Improvement Areas; establishing a new 12-year Business Improvement Area to be known as the Ballard Improvement Area; levying special assessments upon owners of commercial property, multifamily residential property, and mixed-use property within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Ballard Business Improvement Area that was established by Ordinance 125151 (“2017 BIA”); suspending the issuance of assessments and providing for the continuity of services under the 2017 BIA; providing for the transfer of any remaining funds from the 2017 BIA Account; and ratifying and confirming certain prior acts.

WHEREAS, chapter 35.87A RCW authorizes the City to establish business improvement areas to provide special benefits to business and property owners within a defined geographic area through the imposition of special assessments; and

WHEREAS, the owners of commercial, multifamily residential, and mixed-use properties located within the area and representing nearly 65 percent of the total special assessments levied by this ordinance filed a petition with The City of Seattle (“City”) to establish a new Ballard Improvement Area pursuant to chapter 35.87A RCW, a copy of which is filed in Clerk File 322710; and

WHEREAS, to gauge the percentage of special assessments that were reflected in signed petitions, City staff followed RCW 35.87A.010, and calculated the dollar amount of the special assessment that each commercial, multifamily residential, or mixed-use property would pay, and compared the dollar amount represented by signed petitions and letters of support to the estimated total for the entire proposed Ballard Improvement Area, and the result was nearly 65% percent (64.3%) in approved and validated

petitions, which exceeds the threshold of 60 percent stated in RCW 35.87A.010; and

WHEREAS, the City Council adopted Resolution 32101, initiating the Ballard Improvement Area via the resolution method instead of the petition method as provided for in RCW 35.87A.030; and

WHEREAS, pursuant to RCW 35.87A.040, the City Council on August 15, 2023, adopted Resolution 32102 entitled “A RESOLUTION of intention to establish a new Business Improvement Area to be known as the Ballard Improvement Area (BIA) and fix a date and place for a hearing thereon,” which stated its intention to establish the new Ballard Improvement Area, the proposed boundaries, and the proposed programs, and which set the date and time for a public hearing; and

WHEREAS, pursuant to RCW 35.87A.180, the City Council adopted Resolution 32103, which stated its intention to disestablish the current Ballard Business Improvement Area established in 2016 by Ordinance 125151 (“2017 BIA”) and set a date and place for a public hearing; and

WHEREAS, the purpose of the Ballard Improvement Area is to enhance conditions for the commercial, multifamily residential, and mixed-use properties by performing activities that go beyond the basic services provided by the City; and

WHEREAS, as provided by Resolution 32102 and Resolution 32103, the City Council, through its Economic Development, Technology, and City Light Committee, held a public hearing regarding disestablishing the 2017 BIA and establishing a new Ballard Improvement Area at 9:30 a.m. on September 13, 2023, at City Council Chambers, City Hall, 600 Fourth Avenue, 2nd Floor, Seattle, Washington, 98104; and

WHEREAS, the testimony received at that public hearing resulted in the Council determining that establishing a new Ballard Improvement Area is in the best interest of the owners of commercial, multifamily residential, and mixed-use properties within the Ballard Improvement Area’s boundaries; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Disestablished. The current Business Improvement Area known as the Ballard Business

Improvement Area (“2017 BIA”) established by Ordinance 125151 shall be disestablished at 12:01 a.m. on Jan 1, 2024.

Section 2. 2017 BIA assessments to cease. No further BIA assessments from Ordinance 125151 shall be made after December 31, 2023.

Section 3. Winding up of operations. The Director of the Office of Economic Development or designee (“OED Director”) is authorized to enter into an agreement with the Program Manager of the 2017 BIA to provide for continuity of services and winding up of operations of the 2017 BIA. All 2017 BIA program and management operations shall cease effective December 31, 2023, and all remaining funds in the 2017 BIA Account shall immediately be transferred to the account described in Section 9 of this ordinance.

Section 4. Area established. As authorized by chapter 35.87A RCW, there is established a Business Improvement Area to be known as the Ballard Improvement Area (“BIA”), within the following boundaries as shown on the map attached to this ordinance as Attachment A and described in this section. When a street or alley is named, the area boundary is the centerline of the right-of-way including vacated portions unless otherwise specified in the description.

The Ballard Improvement Area:

- Beginning at the intersection of NW Market St and 28th Ave NW, proceed north along 28th Ave NW to the northern boundary of the property at the northeast corner of 28th Ave NW and NW Market St, continuing east along this northern boundary of adjoining parcels to 26th Ave NW
 - Proceed north along 26th Ave NW to NW 56th St
 - Proceed east along NW 56th St to the western boundary of the property at the northwest corner of NW 56th St and 24th Ave NW; proceed north along this western boundary to the property’s northern boundary, then continue east to the western boundary of the property at the southwest corner of NW 57th St and 24th Ave NW; proceed north along this western boundary to NW 57th St
 - Proceed north of NW 57th St to the western boundary of the property at the southwest corner of

NW 58th St and 24th Ave NW; continue along this western boundary to NW 58th St

- Proceed east along NW 58th St to the intersection at 22nd Ave NW; then continue east along NW 58th St to the second property (relative to this intersection) located on the southside, proceeding along its eastern boundary to its southern boundary; then west along this southern boundary to property's western boundary; then directly south to NW 57th St

- Proceed east along NW 57th St to the intersection at 17th Ave NW; then south along 17th Ave NW to NW 56th St

- Continue east along NW 56th St to the intersection at 15th Ave NW; then south to the intersection at NW 54th St

- Proceed west along NW 54th St to the intersection at 17th Ave NW; proceed south along 17th Ave NW to NW Dock Pl

- Proceed southwest along NW Dock Pl to the intersection at Ballard Ave NW; then proceed northwest along Ballard Ave NW, including all properties abutting the west side of Ballard Ave NW (not including parcel 2767702591), to the intersection at NW Market St

- Proceed west along NW Market St to 24th Ave NW, including parcels 2767702830 and 2767702831

- Proceed south along 24th Ave NW to the intersection at NW 54th St

- Proceed west along NW 54th St to 28th Ave NW; then continue north along 28th Ave NW to NW Market St

Secondary Service Area

Non-Contiguous Parcels - Secondary Services Area (Ballard Blocks; not to include parcels 2768303135 and 2768303225)

- Beginning at the intersection of Shilshole Ave NW and 15th Ave NW, proceed north along 15th Ave NW to the intersection of NW Ballard Way

- Proceed east along NW Ballard Way to intersection of 14th Ave NW; then proceed south along 14th Ave NW to the intersection of NW 45th St

- Proceed west along NW 45th St to the intersection of Shilshole Ave NW and 15th Ave NW

In case of a conflict between the descriptions of the areas and the map, the descriptions shall control.

Section 5. Programs. Special assessment revenues shall be used for the following component programs within the Business Improvement Area:

A. Public Safety and Public Health Enhancement;

B. Clean Environment and Public Realm;

C. Advocacy, Urban Design and Transportation;

D. Marketing and Promotions;

E. Business Development and Retention; and

F. Organizational Management.

All such activities are supplemental to programs and services provided by the City and are not intended to displace any services regularly provided by municipal government. The total projected cost of BIA programs that will be paid for with the proposed BIA's assessments in the fiscal year of 2024 is estimated to be approximately \$990,190. This will also be the approximate amount in subsequent years as adjusted by various factors including, but not limited to, inflation and other impacts to the total level of assessment due to factors discussed in the assessment formula.

Section 6. Levy of special assessments. To finance the programs authorized in Section 5 of this ordinance and as described in the Ballard Alliance Renewal and Business Plan, a 12-year special assessment shall be levied upon and collected from all owners of commercial property, multifamily residential property (buildings containing four or more residential units), and mixed-use property (multifamily residential and commercial) located within the boundaries of the Ballard Improvement Area (BIA) described in Section 4 of this ordinance and shown in Attachment A to this ordinance. Initial assessment calculations will be based on

property information from the King County Assessor’s Office for Value Year 2021/Tax Year 2022, as accessed on November 30, 2022, and the BIA shall annually update records based on data and information from King County and the City. Ratepayers shall be assessed by the City in 12 annual installments to be billed semi-annually beginning with the base year of authorization (2024), by applying the following assessment rates to each ratepayer:

A. First Year Assessment: $(\$0.60 \times (\text{Total Appraised Value}/\$1,000)) + (\$0.14 \times \text{Total Lot Square Feet})$.

Total Appraised Value in these calculations shall be based on Land + Improvements. This calculation is called the “Base Formula.” Modifications or limitations to the First Year Assessments are described below. To the extent that ratepayers are eligible for multiple assessment ceilings, the lowest applicable rate applies.

B. If the Total Appraised Value (Land + Improvements) and Total Taxable Value (Land + Improvements) in the King County Assessor’s records are not equal due to tax exemption status, the following rules apply:

1. If the Total Taxable Value is zero, then the First Year Assessment = $[(\$0.60 \times (\text{Total Appraised Value}/\$1,000)) + (\$0.14 \times \text{Total Lot Square Feet})] \times 25\%$.

2. If the Total Taxable Value is not zero, then the First Year Assessment = $(\$0.60 \times (\text{Total Taxable Value} / \$1,000)) + (\$0.14 \times (\text{Total Lot Square Feet} \times \text{Total Taxable Value} / \text{Total Appraised Value})) + ((\$0.60 \times (\text{Total Appraised Value} - \text{Total Taxable Value})/\$1,000) \times 25\%) + ((\$0.14 \times \text{Total Lot Square Feet} \times (\text{Total Appraised Value} - \text{Total Taxable Value})/\text{Total Appraised Value}) \times 25\%)$.

C. Multifamily Tax Exemption (MFTE) Residential Properties.

1. Residential properties receiving an MFTE tax exemption do not qualify for the 25 percent non-profit reduced assessment rate and assessments will be calculated using the Base Formula.

2. If a property is owned by a for-profit entity and qualifies for the MFTE from the City, the First Year Assessment will be calculated using the Total Appraised Value upon 100 percent completion of the building and/or authorization of MFTE.

D. Additional modifications or limitations to assessments are described below:

1. Residential Ceiling: The benefit ceiling for owned and rental multifamily residential units is \$130 per unit per year.

2. Building Square Foot Ceiling: The benefit ceiling for building square footage is \$0.25 per square foot for any property with an FAR that is 0.5 or more.

3. Special consideration will be given to a multifamily residential building containing four or more residential units. This applies whether that building is located on one or multiple property parcels. The intent is that the residential ceiling benefit would apply to all multifamily residential buildings containing four or more residential units whether or not the ratepayer has combined, or intends to combine, multiple parcels when the base year for BIA assessments is established. This includes buildings located on more than one property parcel owned by the following ratepayers:

a. “PPF AMLI 2428 NW Market Street” for the properties known as “AMLI Ballard Jacobsen Site”;

b. “EQR-R E TAX DEPARTMENT” for the properties known as “Urbana Apartment”;
and

c. “EQR Tallman LLC” for the properties known as “Ballard Tallman.”

4. The following five parcels (listed by King County parcel number) will be assessed at 50 percent of the Base Formula, as these will benefit from secondary rather than primary BIA services: 2768303229, 2768303247, 2768303190, 2768303245, and 2768303315. These parcels, known as the Ballard Blocks, are non-contiguous with the rest of the BIA and are designated as a secondary service area. Due to this designation, the non-contiguous parcels will receive all BIA benefits excluding clean and safe services.

E. Assessment Installments and Annual Increments.

1. Ratepayers will be assessed by The City of Seattle for 24 biannual installments beginning with the base year of authorization (2024).

2. For each year following the first year of authorization, the following assessment escalations will apply to the assessment formulas:

a. Year 2: Year 2 assessments will equal Year 1 assessments times the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in Seattle-Tacoma-Bellevue (“CPI-U-Seattle”), October 2022 to October 2023 unless there is an increase in Building Square Feet for a given parcel. If CPI-U-Seattle is less than two percent, use two percent. If CPI-U-Seattle is more than six percent, use six percent.

If there is an increase in Building Square Feet for a given parcel, then that parcel will be recalculated using the latest available King County Assessor’s data with the Land Area Factor, Building Square Foot Ceiling, and Residential Ceiling escalated by CPI-U-Seattle (between two and six percent).

b. Years 3 through 12: Use the same annual escalation scheme as for Year 2, with the percentage change of no more than 6% as the ceiling and no less than 2% as the floor, which is dependent on the CPI-U-Seattle between October 2022 and October of the year prior to the assessment year.

G. New benefit areas shall be added to the assessment roll on an annual basis, as follows. A “new benefit area” is created when a parcel’s net building square footage increases as a result of either a new building or expansion of an existing building. A new benefit area shall be added to the BIA assessment roll following its inclusion in the King County Assessor assessment roll during the preceding year. The new benefit area shall be assessed according to the Base Formula factors and assessment ceiling rates in effect during the assessment year. A new benefit area will continue to have its value updated to the most current year value until it is designated as 100 percent complete and no new dollars are added by the King County Assessor’s Office. The formula for a new benefit area will be calculated using the new King County Assessor’s values in the Base Formula multiplied by the annual CPI Factor in effect. New BIA assessments will be billed at the next regularly scheduled billing period established by the Director of Treasury Services.

H. Rate Changes. Changes in assessment rates other than as described in this section shall only be authorized by ordinance consistent with RCW 35.87A.140 and with the approval of the BIA Advisory Board

and shall not occur more than one time per year.

Section 7. Assessments shall commence as of January 1, 2024, or on the effective date of this ordinance, whichever is later.

Section 8. Billing schedule. Special assessments shall be billed on a semi-annual basis. The Treasury Director may change the billing frequency by directive to an interval no more frequent than quarterly. The Treasury Director shall mail a copy of a directive issued under this section to all ratepayers not less than 90 days before the new billing due date is to take effect.

Section 9. Deposit of revenues. There is in the City Treasury's Business Improvement Area Fund a separate subaccount designated the Ballard Improvement Area Account (called "the Account"). The following monies shall be deposited in the Account:

- A. All revenues from special assessments levied under this ordinance;
- B. All income to the City from public events financed with special assessments;
- C. Gifts and donations;
- D. Interest and all other income from the investment of Account deposits;
- E. Reimbursements due to the Account; and
- F. All revenues from special assessments levied under Ordinance 125151 pursuant to Section 3 of this ordinance.

Section 10. Administration. The Treasury Director shall administer the program for the City with authority to:

- A. Collect the special assessments; refund special assessments when overpaid or otherwise improperly collected; extend the deadline for payment; and waive delinquency charges, processing fees, and interest whenever the delinquency results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy, or the total payment due to the City

(exclusive of delinquency charges and interest) is \$10 or less;

B. Calculate and collect the interest, delinquency charges, and processing fees for late payments; and

C. Accept and deposit advance payment of assessments by ratepayers; accept donations from governmental agencies, the public, and owners and operators of businesses on property that is developed or redeveloped during the existence of the Ballard Improvement Area.

Section 11. Delinquent payments. If an assessment has not been paid within 30 days after its due date, the Treasury Director shall send a reminder notice and add a \$5 processing fee. If the assessment is not paid within 60 days after its due date, a delinquency charge shall be added in the amount of ten percent of the assessment. All assessments that are not paid within 60 days of the due date shall also bear interest from the due date at 12 percent per annum. The Treasury Director is authorized to refer any unpaid assessments to a collection agency or to bring an action to collect any unpaid assessments in any court of competent jurisdiction in King County.

Section 12. Notices. Notices of assessment, installment payments, or delinquency, and all other notices contemplated by this ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the Treasury Director, and, if no address is shown there, to the address shown on the records of the King County Assessor's Office. Failure of the ratepayer to receive any mailed notice shall not release the ratepayer from the duty to pay the assessment on the due date and any interest, delinquency charges, and processing fees.

Section 13. Disputes. Any ratepayer aggrieved by the amount of an assessment or delinquency charge may upon request obtain a meeting with the Treasury Director or the Treasury Director's designee. If not satisfied, the ratepayer may appeal the matter to the City's Hearing Examiner in the manner provided for a contested case under Seattle Municipal Code Chapter 3.02. The ratepayer has the burden of proof to show that the assessment or delinquency charge is incorrect.

Section 14. Audit. The City may conduct random audits of ratepayers to ensure that assessments are

being properly calculated and reported.

Section 15. Expenditures. Expenditures from the Account shall be made upon demand and presentation of documentation of allowable expenses to the Treasury Director by the BIA Program Manager and shall be used exclusively for the purposes as defined in Section 5 of this ordinance.

Section 16. Program Manager. The Director of the Office of Economic Development or designee (“OED Director”) is authorized to contract with a local non-profit entity operating primarily within the City with experience in BIA management to act as the Program Manager. The Program Manager’s duties, subject to the approval of the ratepayers at each annual meeting, will be to manage the day-to-day operations of the Ballard Improvement Area and to administer the projects and activities. The Program Manager shall exercise fiduciary responsibility to spend the special assessment revenues exclusively for the benefit of the Ballard Improvement Area and only for the purposes identified in Section 5 of this ordinance. The Program Manager shall abide by City ordinances and state law related to business improvement areas.

Meetings of the Program Manager’s board or committee at which Ballard Improvement Area activities are anticipated to be discussed shall be open to the public, with at least five days’ advance notice posted by the Program Manager on its website and also disseminated by any other means that the Program Manager generally uses to communicate.

Section 17. BIA Advisory Board. The OED Director shall, within 30 days of the effective date of this ordinance, appoint an interim BIA Advisory Board comprised of ratepayers representative of the entire geography and variety of sizes within the Ballard Improvement Area. The OED Director shall solicit recommendations from the ratepayers and shall appoint the interim board from that list. The interim BIA Advisory Board will, within 90 days of the effective date of this ordinance, recommend an inaugural BIA Advisory Board (“Board”).

The composition of the Board shall be representative of the varying sizes and types of property owners, residents, and business tenants, within the geographic area of the Ballard Improvement Area and may include

public agencies.

The OED Director shall appoint the inaugural Board members from the list recommended by the interim BIA Advisory Board. The OED Director may appoint additional members to the Board beyond those recommended by the interim BIA Advisory Board to ensure a broad representation of ratepayers.

As a prerequisite to serving on the Board, each member shall sign an acknowledgment, prepared by the OED Director, that they will abide by City ordinances and state law related to business improvement areas.

The Board shall be responsible for: adopting bylaws consistent with the City's BIA policies; adopting policy guidelines; recommending approval of budgets, expenditures, and programs; and providing advice and consultation to the OED and Treasury Directors and to the Program Manager.

The Board shall meet at least once quarterly; recommend an annual work program and budget; address and discuss ratepayer concerns and questions regarding the Ballard Improvement Area programs; and sponsor an annual ratepayers' meeting. Meetings of the Board shall be open to the public and subject to the Open Public Meetings Act, with at least five days' advance notice posted by the Program Manager on its website and disseminated by any other means that the Program Manager generally uses to communicate.

At the annual ratepayers' meeting, the Board shall present its proposed work plan and budget for the next year, and its recommendation regarding whether to continue with the current Program Manager. The work plan, budget, and recommendation regarding whether to continue with the current Program Manager must be approved by a vote of the ratepayers and submitted to the OED Director for review and approval.

Section 18. Request to disestablish. The Ballard Improvement Area shall have a term of 12 years and will expire 12 years after the date that the area is established. Upon a petition signed by ratepayers that would pay 60 percent of the proposed special assessments, the BIA Advisory Board shall request that the City Council disestablish the Ballard Improvement Area in accordance with chapter 35.87A RCW.

Section 19. Ratification and confirmation. The making of contracts and expenditures and the sending of assessment notices consistent with the authority of this ordinance taken after its passage and prior to its

effective date are ratified and confirmed.

Section 20. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

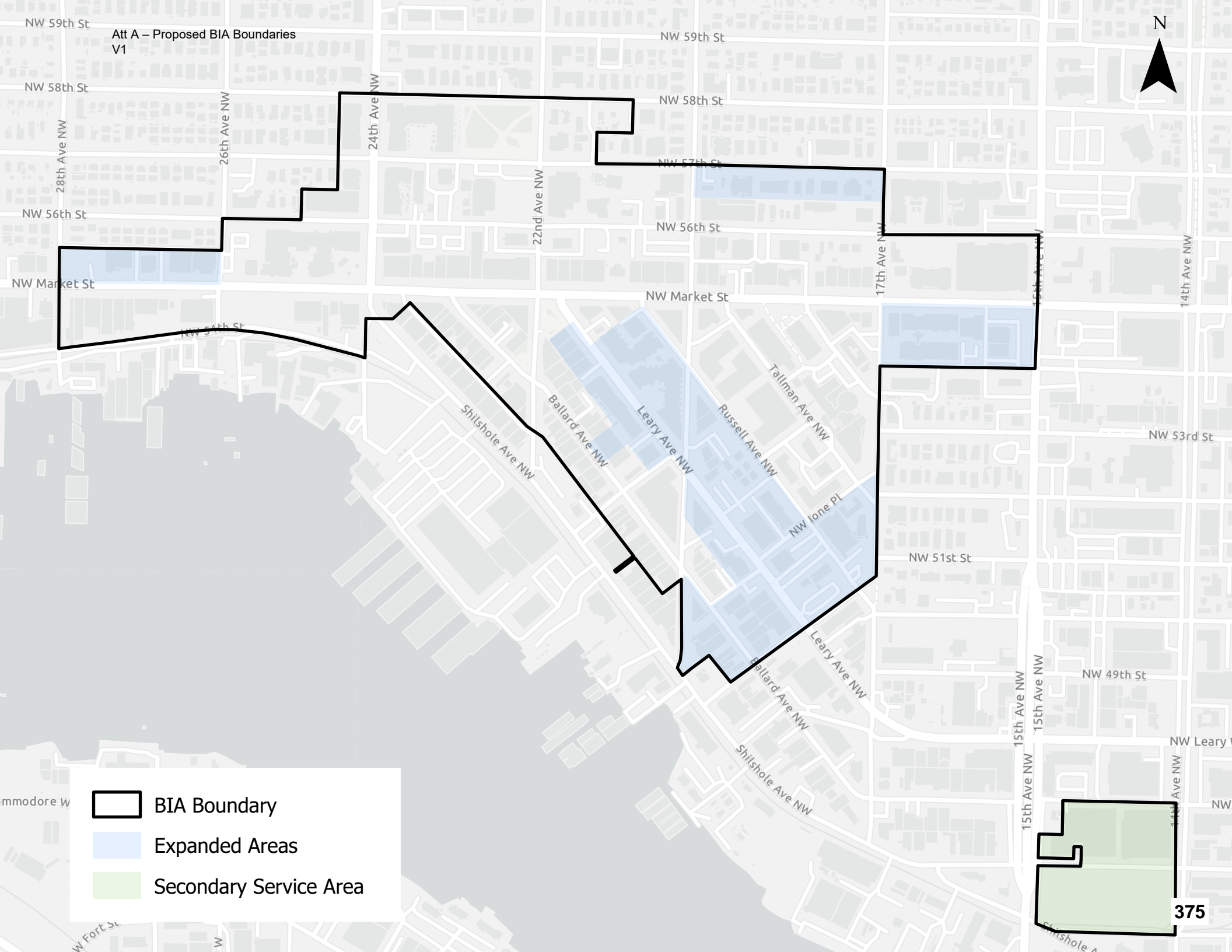
Scheereen Dedman, City Clerk




(Seal)

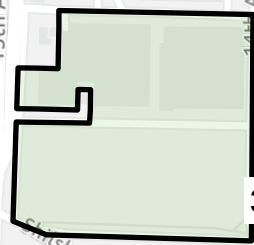
Attachment:

Attachment A - Proposed BIA Boundaries

Att A – Proposed BIA Boundaries
V1



-  BIA Boundary
-  Expanded Areas
-  Secondary Service Area



375

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of Economic Development	Phillip Sit	Nick Tucker

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Ballard Business Improvement Areas; establishing a new 12-year Business Improvement Area to be known as the Ballard Improvement Area; levying special assessments upon owners of commercial property, multifamily residential property, and mixed-use property within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Ballard Business Improvement Area that was established by Ordinance 125151 (“2017 BIA”); suspending the issuance of assessments and providing for the continuity of services under the 2017 BIA; providing for the transfer of any remaining funds from the 2017 BIA Account; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This Ordinance disestablishes the current Ballard Business Improvement Area (2017 BIA) and establishes a new Business Improvement Area to be known as the Ballard Improvement Area (BIA) under RCW 35.87A. The Ballard Improvement Area is expected to be funded by a special assessment levied on the owners of commercial, multi-family residential, and mixed-use properties within its boundaries. The City would contract with a program manager to administer the activities set out in the Ballard Alliance Renewal and Business Plan. The new BIA’s program manager will be overseen by a Ratepayers Advisory Board, which would be broadly representative of the ratepayers within the Ballard Improvement Area.

The existing 2017 Ballard BIA, which was established in 2016 by Ordinance 125151, expires on December 31, 2023. This ordinance is the final piece of legislation required to create a new Ballard Improvement Area, as required by chapter 35.87A RCW. The City Council passed a resolution of intention to disestablish the 2017 BIA, a resolution to initiate the formation of the Ballard Improvement Area, as well as a resolution of intention to establish the Ballard Improvement Area which included the date and place of a public hearing. After the public hearing, the City Council agreed to go forward with this ordinance.

The Ballard Improvement Area would be established for the duration of twelve years, with the base year being FY2024. The Ballard Improvement Alliance believes its proposal is efficient, accountable, and responsive to the area’s needs. The group collected signatures for a petition to form the Ballard Improvement Area that will fund the following programs within the Business Improvement Area:

- A. Public Safety and Public Health Enhancement;
- B. Clean Environment and Public Realm;
- C. Advocacy, Urban Design and Transportation;
- D. Marketing and Promotions;
- E. Business Development and Retention; and
- F. Organizational Management.

The petitioning effort resulted in a show of support by ratepayers who would pay at least 60% of the total special assessment revenues. Assessments will commence as of January 1, 2024, or the effective date of this ordinance, whichever is later. The Ballard Improvement Area will be overseen by a Ratepayers Advisory Board, which would be broadly representative of the proposed ratepayers and stakeholders from the district.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No, the Ballard Improvement Area (BIA) would be established as a revenue-neutral program.

Are there financial costs or other impacts of *not* implementing the legislation?

If the Ballard Improvement Area (BIA) legislation is not implemented, it would potentially eliminate nearly \$1 million in annual enhanced programs and services in the Ballard service area.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

Treasury Services in the Office of City Finance administers the assessments for the BIAs. OED has worked in close coordination with Treasury on this legislation package. Treasury will collect the BIA assessments from its ratepayers. Treasury holds the funds solely for the purpose of reimbursing the Program Manager for administering staffing, projects, and other costs associated with the BIA.

b. Is a public hearing required for this legislation?

Yes, the public hearing date is set in the companion BIA Intention to Establish resolution and was held on September 13, 2023, as required by RCW 35.87A.140.

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

Yes. The companion BIA Intention to Establish resolution was published to give notice of the public hearing for the proposed Council Bill.

d. Does this legislation affect a piece of property?

Please see Attachment A to the Ordinance: Proposed BIA Boundaries

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

The Ballard Improvement Area is not expected to have adverse disproportionate impacts on vulnerable and historically disadvantaged communities in the district. OED will complete a RET on the outreach process on the BIA renewal.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

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

No.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

Summary Attachment A, the BIA Business Plan, expands on the goals of the BIA.

Summary Attachments:

Summary Attachment A – Ballard Alliance Renewal and Business Plan

Ballard Alliance Renewal & Business Plan

Ballard Alliance Overview

Adopted in 2017, the Ballard Alliance developed and implemented a successful set of programs and services that work to enhance the vitality of downtown Ballard for its residents, visitors, businesses, and property owners.

From its clean and safe programs to economic development, marketing, promotions, and tourism, the Alliance has established a strong leadership voice and has helped the community through unprecedented and unique challenges.

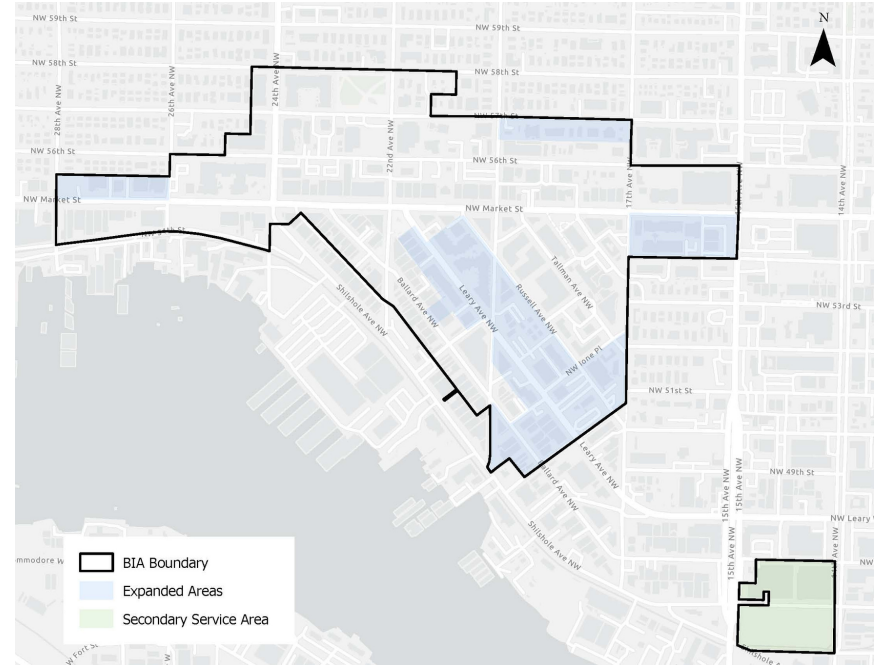
Looking Ahead - BIA Renewal

The Alliance is now seeking renewal of the Ballard Improvement Area (BIA). Based on the strategic planning work of more than 50 members of the Ballard community, the Alliance proposes a renewed and modestly expanded BIA district (see map).

The renewed BIA will not only allow the Alliance to offer its services and advocacy efforts to a larger base of residents, businesses and property owners, but it will also provide the organization with sustainable resources to implement new services identified by our community that will build and maintain a vibrant, inclusive and resilient Ballard.

Key Ballard Alliance Accomplishments

- Restoration of Ballard Commons Park
- Successfully advocated for tunneled light rail to Ballard
- Helped Ballard businesses navigate the pandemic and maintain a thriving business district
- Successfully negotiated a Street Café Program allowing restaurants and retailers to flourish while preserving the Farmer's Market
- Created vital public space programs including clean streets, public art, and public space activation
- Front-line advocacy work on critical issues like public safety, homelessness, and transportation
- Worked to enhance safety through the addition of overnight security and relentless advocacy at City Hall



This map outlines the proposed Ballard Improvement Area service area. The blue shading indicates proposed expansion areas. The green shading indicates the "secondary service area." The secondary service area will receive all Ballard Alliance services (see reverse side) except for street cleaning and private security.

Ballard Alliance Renewal & Business Plan

Program & Services*

The renewed BIA will build on the success of the Ballard Alliance, expand current service offerings to a modestly expanded boundary and provide enhanced programs and services as identified through the strategic planning initiative. Below is an overview of the services and actions the proposed BIA will provide within its boundaries:

Public Safety & Public Health Enhancement

- Increased security services and neighborhood ambassadors
- Advocate for improved public safety services to support our business and residential communities
- Advocate for a strengthened and expanded network of services to support unhoused individuals within the boundary in finding shelter and services

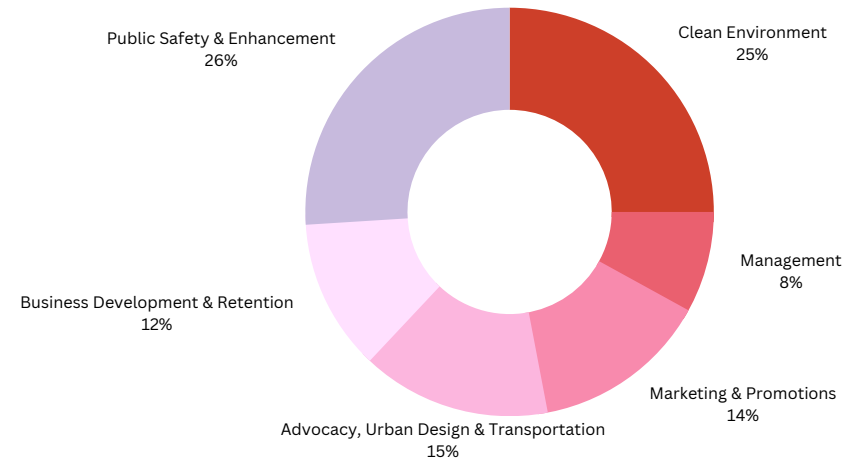
Clean Environment & Public Realm

- Sustain and expand street cleaning services including on-demand pickup for trash and illegal dumping
- Ensure that parks and public spaces are restored and maintained, providing unencumbered use for all
- Plan and implement new beautification programs (e.g., hanging planter baskets, stationary planter boxes, etc.)
- Work to make Ballard Improvement District a public art destination with an active program of installations
- Create a robust activation program that will increase the vitality of our parks and public spaces

Advocacy, Urban Design and Transportation

- Increase the Alliance's position as a go-to source for important issues
- Provide and amplify a unified voice for Ballard and leverage Ballard Alliance's influence
- Advocate for tunneled light rail service with a station at or West of 15th Avenue NW
- Advocate for critical transportation and infrastructure to support the growing needs of Ballard businesses and residents
- Strengthen relationships with businesses, residents, and community organizations within the improvement district

Proposed Program Budget: \$990,199



Marketing and Promotions

- Sustain existing and implement enhanced marketing and promotions to support our businesses and keep our community thriving
- Raise Ballard's public profile as an outstanding place to live, work, shop, play and visit
- Sustain and grow events, programs, and public space activation
- Actively engage with Ballard residents to support their desire to live in a thriving community

Business Development & Retention

- Actively recruit new businesses to the Ballard Improvement District that both reflect and enhance its character
- Support small businesses and promote connections to opportunities and resources
- Advocate on key policy issues important to Ballard's businesses and overall economic vitality

Organizational Management

- Provide program and contract management services

* All programs and services will be provided exclusively to the property owners, residents and businesses that reside within the proposed boundary.



Legislation Text

File #: CB 120641, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Tourism Improvement Areas; establishing a new 15-year business improvement area to be known as the Seattle Tourism Improvement Area; levying special assessments upon owners of businesses offering transient accommodations with 60 or more rooms within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Seattle Tourism Improvement Area that was established by Ordinance 123714 (“2011 STIA”) and later modified by Ordinance 126552; suspending the issuance of special assessments and providing for the continuity of services under the 2011 STIA; providing for the transfer of any remaining funds from the 2011 STIA Account; and ratifying and confirming certain prior acts.

WHEREAS, chapter 35.87A RCW authorizes the City to establish business improvement areas to provide special benefits to business and property owners within a defined geographic area through the imposition of special assessments; and

WHEREAS, the Seattle Office of Economic Development has determined that the owners of businesses offering transient accommodations with 60 or more rooms (“Lodging Businesses”) located within the area who represent an estimated 72 percent of the special assessments to be levied by this ordinance filed a petition with The City of Seattle (“City”) to establish a new business improvement area pursuant to chapter 35.87A RCW to be known as the Seattle Tourism Improvement Area (STIA), a copy of which is filed in Clerk File 322704; and

WHEREAS, to gauge the percentage of special assessments that were reflected in signed petitions, City staff followed RCW 35.87A.010, and calculated the estimated special assessments that each Lodging Business would pay, by signed petitions and percentage of support as assigned by OED based on 2022

assessments for the entire proposed Seattle Tourism Improvement Area, and the result was over 72 percent in approved and validated petitions, which exceeds the threshold of 60 percent stated in RCW 35.87A.010; and

WHEREAS, the City Council adopted Resolution 32104, initiating the Seattle Tourism Improvement Area via the resolution method instead of the petition method as provided for in RCW 35.87A.030; and

WHEREAS, pursuant to RCW 35.87A.040, the City Council on August 15, 2023, adopted Resolution entitled “A RESOLUTION of intention to establish a new business improvement area to be known as the Seattle Tourism Improvement Area and fix a date and place for a hearing thereon,” which stated its intention to establish the new Seattle Tourism Improvement Area, the proposed boundaries, the proposed programs, and the estimated rates of assessment, and which set the date and time for a public hearing; and

WHEREAS, pursuant to RCW 35.87A.180, the City Council adopted Resolution 32105, which stated its intention to disestablish the existing Seattle Tourism Improvement Area established in 2011 by Ordinance 123714 (“2011 STIA”) and set a date and place for a public hearing; and

WHEREAS, the purpose of the Seattle Tourism Improvement Area is to enhance conditions for the Lodging Businesses within the Seattle Tourism Improvement Area’s boundaries by providing needed resources to increase leisure tourism and group tourism (i.e., the hosting and attending of meetings and events) in Seattle, and no other purpose; and

WHEREAS, as provided by Resolution 32105 and Resolution 32106, the City Council, through its Economic Development, Technology, and City Light Committee, held a public hearing with a virtual component regarding disestablishing the 2011 STIA and establishing a new Seattle Tourism Improvement Area at 9:30 a.m. on September 13, 2023, at City Council Chambers, City Hall, 600 Fourth Avenue, 2nd Floor, Seattle, Washington, 98104; and

WHEREAS, the testimony received at that public hearing resulted in the Council determining that establishing a new Seattle Tourism Improvement Area is in the best interest of the owners of Lodging Businesses

within the Seattle Tourism Improvement Area’s boundaries; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Disestablished. The current business improvement area known as the Seattle Tourism Improvement Area (“2011 STIA”) established by Ordinance 123714, as last amended by Ordinance 126552, shall be disestablished at 12:01 a.m. on January 1, 2024.

Section 2. 2011 STIA Assessments to Cease. No further 2011 STIA special assessments from Ordinance 123714 as amended by Ordinance 126552 shall be made after December 31, 2023.

Section 3. Winding up of Operations. The Director of the Office of Economic Development or designee (“OED Director”) is authorized to enter into an agreement with the Program Manager of the 2011 STIA to provide for continuity of services and winding up of operations of the 2011 STIA. All 2011 STIA program and management operations shall cease effective December 31, 2023, and all remaining funds in the 2011 STIA program account shall immediately be transferred to the Account described in Section 10 of this ordinance.

Section 4. Area established. As authorized by chapter 35.87A RCW, there is established a new business improvement area to be known as the Seattle Tourism Improvement Area (“STIA”), within the following boundaries, as shown on the map attached to this ordinance as Attachment A and described in this section. When a street or alley is named, the area boundary is the centerline of the right-of-way including vacated portions unless otherwise specified in the description.

The Seattle Tourism Improvement Area:

Beginning where Puget Sound meets W. Galer Street, continuing east as if Galer Street continued to 12th Avenue, south to South Royal Brougham Way, west as if South Royal Brougham Way continued to Puget Sound, continuing along the shore of Puget Sound to W. Galer Street.

In case of a conflict between the descriptions of the areas and the map, the descriptions shall control.

Section 5. Programs. Special assessment revenues shall be used solely and exclusively for domestic and international tourism promotion, advertising, sales, and marketing activities (including, without limitation,

the creation of a standing limited reserve solely to fund any such activities that arise unexpectedly from year to year) intended to encourage both leisure tourism and group tourism (e.g., the hosting and attending of meetings and events) in Seattle in order to increase hotel occupancy within the area, and no other purpose. Promotion, advertising, sales, and marketing services include, but are not limited to, strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative and management support for such services. No funds raised by the special assessment authorized by this ordinance may be used to take, support, or oppose any position taken by any entity in a labor dispute.

The projected cost of STIA programs that will be paid for with the proposed STIA's assessments in 2024 is estimated to be \$15.02 million. This will also be the approximate amount in subsequent years as adjusted by various factors including, but not limited to, inflation, hotel room occupancies, and other marketplace variables.

Section 6. Levy of special assessments. To finance the programs authorized in Section 5 of this ordinance, there is levied upon and collected from the owners of all hotels, inns, and other businesses offering transient accommodations with 60 or more rooms located within the boundaries of the STIA described in Section 4 of this ordinance ("Ratepayers") monthly special assessments of 2.3 percent of the guest room rate paid by guests for each occupied room per night (excluding taxes or legally mandated charges, but without deduction for commissions or payment card processing fees) for each Ratepayer.

The special assessments shall not be imposed on rooms: (a) where the occupant has stayed 30 or more days; (b) that are provided by a Ratepayer to guests without charge for promotional purposes; (c) that are available exclusively to members or guests of members of a private member-owned club or its reciprocal clubs; or (d) that comprise facilities where accommodations are generally marketed and sold on a per-bed, shared room basis (e.g., hostels).

Section 7. Rate changes. Changes in special assessment rates shall only be authorized by ordinance

consistent with RCW 35.87A.140 upon the City Council’s receipt of a written request from the Program Manager (as defined in Section 17 of this ordinance) submitted with the approval of the STIA Advisory Board (as defined in Section 18 of this ordinance) and shall not occur more than one time per year.

Section 8. Commencement. Special assessments shall commence as of January 1, 2024, or on the effective date of this ordinance, whichever is later.

Section 9. Billing schedule. Special assessments for the preceding month shall be collected on a monthly basis and shall be due on the tenth day of each month. The Treasury Director, or the Treasury Director’s designee, may change the billing frequency by directive to an interval no less frequent than quarterly. The Treasury Director shall mail a copy of a directive issued under this section to all Ratepayers not less than 90 days before the new billing due date is to take effect.

Section 10. Deposit of revenues. There is in the City Treasury’s Business Improvement Area Fund a separate subaccount designated the Seattle Tourism Improvement Area Account (“Account”). The following monies shall be deposited in the Account:

- A. All revenues from special assessments levied under this ordinance;
- B. All income to the City from public events financed with special assessments;
- C. Gifts and donations;
- D. Interest and all other income from the investment of Account deposits;
- E. Reimbursements due to the Account; and
- F. All revenues from special assessments levied under Ordinance 123714 and Ordinance 126552

pursuant to Section 3 of this ordinance.

Section 11. Administration. The Treasury Director shall administer the program for the City with authority to:

- A. Collect the special assessments; refund special assessments when overpaid or otherwise improperly

collected; extend the deadline for payment; and waive delinquency charges, processing fees, and interest whenever the delinquency results from extenuating circumstances beyond the Ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy, or the total payment due to the City (exclusive of delinquency charges and interest) is \$10 or less;

B. Calculate and collect the interest, delinquency charges, and processing fees for late payments; and

C. Accept and deposit advance payment of special assessments by Ratepayers; accept donations from governmental agencies, the public, and owners and operators of businesses on property that is developed or redeveloped during the existence of the STIA.

Section 12. Delinquent payments. If a special assessment has not been paid within 30 days after its due date, the Treasury Director shall send a reminder notice and add a \$5 processing fee. If the special assessment is not paid within 60 days after its due date, a delinquency charge shall be added in the amount of ten percent of the special assessment. All special assessments that are not paid within 60 days of the due date shall also bear interest from the due date at 12 percent per annum. The Treasury Director is authorized to refer any unpaid special assessments to a collection agency or to bring an action to collect any unpaid special assessments in any court of competent jurisdiction in King County.

Section 13. Notices. Notices of special assessment, installment payments, or delinquency, and all other notices contemplated by this ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the Treasury Director, and, if no address is shown there, to the address shown on the records of the King County Assessor's Office. Failure of the Ratepayer to receive any mailed notice shall not release the Ratepayer from the duty to pay the special assessment on the due date and any interest, delinquency charges, and processing fees.

Section 14. Disputes. Any Ratepayer aggrieved by the amount of a special assessment or delinquency charge may upon request obtain a meeting with the Treasury Director or the Treasury Director's designee. If not satisfied, the Ratepayer may appeal the matter to the City's Hearing Examiner in the manner provided for a

contested case under Seattle Municipal Code Chapter 3.02. The Ratepayer has the burden of proof to show that the special assessment or delinquency charge is incorrect.

Section 15. Audit. The City may conduct random audits of Ratepayers to ensure that special assessments are being properly calculated and reported.

Section 16. Expenditures. Expenditures from the Account shall be made upon demand and presentation of documentation of allowable expenses to the Treasury Director by the STIA Program Manager and shall be used exclusively for the purposes as defined in Section 5 of this ordinance.

Section 17. Program Manager. The Director of the Office of Economic Development or designee (“OED Director”) is authorized to contract with a local non-profit entity operating primarily within the City with experience in BIA management to act as the Program Manager. The Program Manager’s duties, subject to the approval of the Ratepayers at each annual meeting, will be to manage the day-to-day operations of the STIA and to administer the projects and activities. The Program Manager shall exercise fiduciary responsibility to spend the special assessment revenues exclusively for the benefit of the STIA and only for the purposes identified in Section 5 of this ordinance. The Program Manager shall abide by City ordinances and state law related to business improvement areas.

Meetings of the Program Manager’s board or committee at which STIA activities are anticipated to be discussed shall be open to the public, with at least two days’ advance notice posted by the Program Manager on its website and also disseminated by any other means that the Program Manager generally uses to communicate.

Section 18. STIA Advisory Board. The OED Director shall, within 30 days of the effective date of this ordinance, appoint an STIA Advisory Board comprised of Ratepayers representative of the entire geography and the variety of sizes of Ratepayers within the Seattle Tourism Improvement Area. The OED Director shall solicit recommendations from the Ratepayers and shall appoint the board from that list.

The STIA Advisory Board shall be comprised of an odd number of Ratepayers (no less than nine and no

more than 11 members) that shall be representative of the varying locations, sizes, and types of Ratepayers within the geographic area of the Seattle Tourism Improvement District Area. Individuals serving on the Board must possess the legal authority to represent, and act on behalf of, their respective lodging properties in all STIA board matters.

The Board shall meet at least once quarterly; recommend an annual work program and budget; address and discuss Ratepayer concerns and questions regarding the STIA programs; and sponsor an annual Ratepayers' meeting. Meetings of the Board shall be open to the public and subject to the Open Public Meetings Act, with at least five days' advance notice posted by the Program Manager on its website and disseminated by any other means that the Program Manager generally uses to communicate.

The Board shall be responsible for: adopting bylaws consistent with the City's BIA policies; adopting policy guidelines; recommending approval of budgets, expenditures, and programs; and providing advice and consultation to the OED and Treasury Directors and to the Program Manager.

At the annual Ratepayers' meeting, the Board shall submit for approval its proposed work plan and budget for the next year, and its recommendation regarding whether to continue with the current Program Manager if the Program Manager's contract is scheduled to expire at the end of the current year. The work plan, budget, and decision on the Program Manager's contract must be approved by a vote of the Ratepayers attending the meeting and submitted to the OED Director for review and approval.

As a prerequisite to serving on the Board, each member shall sign an acknowledgment, prepared by the OED Director, that they will abide by City ordinances and state law related to business improvement areas.

Section 19. Request to disestablish. The STIA shall have a term of 15 years and will, unless earlier disestablished, expire 15 years after the date that the area is established. Upon a petition signed by Ratepayers that would pay 60 percent of the proposed special assessment, the STIA Advisory Board shall request that the City Council disestablish the STIA in accordance with chapter 35.87A RCW.

Section 20. Ratification and confirmation. The making of contracts and expenditures and the sending

of special assessment notices consistent with the authority of this ordinance taken after its passage and prior to its effective date are ratified and confirmed.

Section 21. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

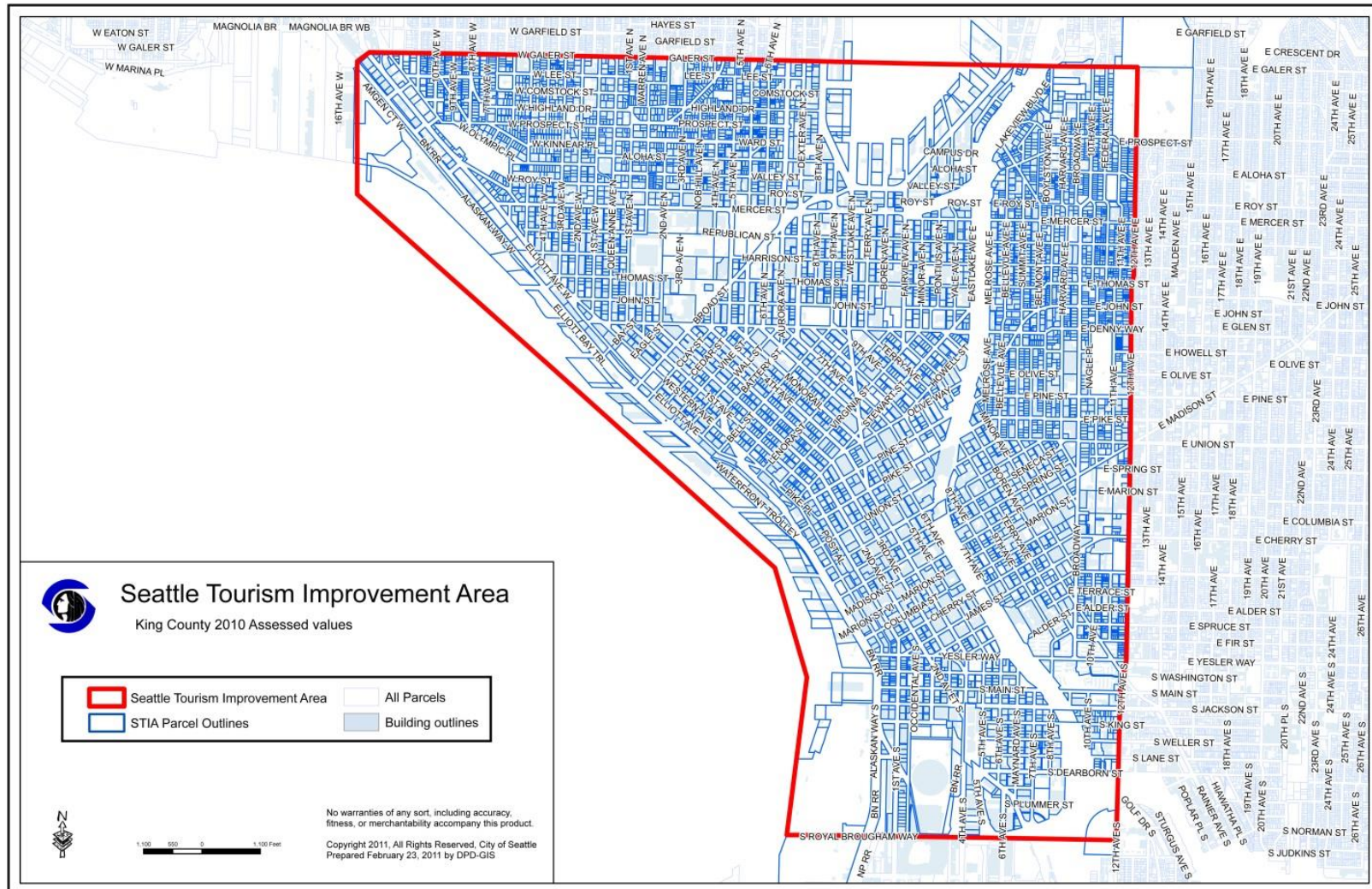
(Seal)

Attachments:

Attachment A - STIA District Boundaries Map

Attachment A

The District, for the purpose of the STIA, includes those areas within the following boundaries: Beginning where Puget Sound meets W. Galer Street, continuing east as if Galer Street continued to 12th Avenue, south to South Royal Brougham Way, west as if South Royal Brougham Way continued to Puget Sound, continuing along the shore of Puget Sound to W. Galer Street.



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Office of Economic Development	Phillip Sit	Nick Tucker

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Tourism Improvement Areas; establishing a new 15-year business improvement area to be known as the Seattle Tourism Improvement Area; levying special assessments upon owners of businesses offering transient accommodations with 60 or more rooms within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Seattle Tourism Improvement Area that was established by Ordinance 123714 (“2011 STIA”) and later modified by Ordinance 126552; suspending the issuance of special assessments and providing for the continuity of services under the 2011 STIA; providing for the transfer of any remaining funds from the 2011 STIA Account; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This Ordinance disestablishes the current Seattle Tourism Business Improvement Area (2011 STIA) and establishes a new Business Improvement Area to be known as the Seattle Tourism Improvement Area (STIA) under RCW 35.87A. The Seattle Tourism Improvement Area is expected to be funded by a special assessment levied on the owners of all hotels, inns, and similar businesses offering transient accommodations with 60 or more rooms within its boundaries. The City would contract with a program manager to administer the activities set out in the Seattle Tourism Improvement Area Business Plan. The STIA’s program manager will be overseen by a Ratepayers Advisory Board, which would be broadly representative of the ratepayers within the Seattle Tourism Improvement Area.

The existing 2011 Seattle Tourism STIA was established in 2011 by Ordinance 123714 and modified in 2022 by Ordinance 126552. While Ordinance 123714 specified that the 2011 STIA’s assessments would not expire, the Advisory Board, Ratepayers and Program Manager wish to reestablish the STIA in order to expand the permitted uses of STIA revenues to include promotion, advertising, sales and marketing activities intended to encourage leisure tourism as well as group tourism (i.e., the hosting and attending of meetings and events), and to adopt a different monthly assessment formula.

This ordinance is the final piece of legislation required to create a new Seattle Tourism Improvement Area, as required by chapter 35.87A RCW. The City Council passed a resolution of intention to disestablish the 2011 STIA, a resolution to initiate the formation of the Seattle Tourism Improvement Area, as well as a resolution of intention to establish the Seattle Tourism

Improvement Area which included the date and place of a public hearing. After the public hearing, the City Council agreed to go forward with this ordinance.

The Seattle Tourism Improvement Area would be established for the duration of fifteen years, with the base year being 2024. The Seattle Tourism Improvement Area believes its proposal is efficient, accountable, and responsive to the Ratepayers' needs. The group collected signatures for a petition to form the Seattle Tourism Improvement Area that will fund domestic and international tourism promotion, advertising, sales, and marketing activities (including, without limitation, the creation of a standing limited reserve solely to fund any such activities that arise unexpectedly from year to year) intended to encourage both leisure tourism and group tourism (e.g., the hosting and attending of meetings and events) in Seattle in order to increase hotel occupancies within the area. Promotion, advertising, sales, and marketing services include but are not limited to, strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative and management support for such services.

City staff followed RCW 35.87A.010, and calculated the estimated special assessments that each Lodging Business would pay, by signed petitions and percentage of support as assigned by the Office of Economic Development based on 2022 assessments for the entire proposed Seattle Tourism Improvement Area, and the result was over 72 percent in approved and validated petitions, which exceeds the threshold of 60 percent stated in RCW 35.87A.010;

Assessments will commence as of January 1st, 2024, or the effective date of the ordinance, whichever is later. The Seattle Tourism Improvement Area will be overseen by a Ratepayers' Advisory Board, which would be broadly representative of the proposed ratepayers.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No, the Seattle Tourism Improvement Area (STIA) would be established as a revenue-neutral program.

Are there financial costs or other impacts of *not* implementing the legislation?

If the Seattle Tourism Improvement Area (STIA) legislation is not implemented, it would potentially result in the failure of the tourism element of the Downtown Activation Plan, the success of the Seattle Convention Center and erode the revenue and tax base generated by the hotels within the STIA service area.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**
Treasury Services in the Office of City Finance administers the assessments for the STIA. OED has worked in close coordination with Treasury on this legislation package. Treasury will collect the STIA assessments from its ratepayers. Treasury holds the funds solely for the purpose of reimbursing the Program Manager for administering staffing, projects, and other costs associated with the STIA.
- b. Is a public hearing required for this legislation?**
Yes, the public hearing date is set in the companion STIA Intention to Establish resolution and was held on [REDACTED] as required by RCW 35.87A.040.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
Yes. The companion STIA intention to establish resolution was published to give notice of the public hearing for the proposed Council Bill.
- d. Does this legislation affect a piece of property?**
Please see Attachment A to the Ordinance: Proposed STIA Boundaries
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
The Seattle Tourism Improvement Area is not expected to have adverse disproportionate impacts on vulnerable and historically disadvantaged communities in the district. OED will complete a RET on the outreach process on the STIA renewal.
- f. Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
No.
 - 2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
No.
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
Summary Exhibit A, the STIA Business Plan, expands on the goals of the STIA.

Summary Attachments:

Summary Exhibit A - Proposed STIA Business Plan Summary

Exhibit A

Seattle Tourism Improvement Area Business Plan Executive Summary

Special assessment revenues shall be used solely and exclusively for domestic and international tourism and convention promotion, advertising, sales and marketing activities intended to encourage leisure tourism, meetings and conventions in Seattle in order to increase area hotel occupancies and for no other purpose.

Promotion, advertising, sales and marketing services include, but are not limited to, strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, and administrative and management support for such services.

Market segments include (but not limited to):

- Key Leisure Markets: Washington, Oregon, California, Idaho, Texas, Arizona, Colorado
- Cruise pre/post marketing (extending arrivals & departures)
- International promotion and sales (Canada, Mexico, Japan, South Korea, Australia/New Zealand, UK, German-Speaking Europe, France, Benelux, China, India)
- LGBTQIA+
- Arts & Culture promotion
 - Seattle Museum Month
 - Refract
 - Cloudbreak
- Meeting & Event Planners
- Convention Attendees

Sales & Marketing initiatives include (but not limited to):

- Destination publicity (domestic and international)
- Advertising creation and media placement
- Hosting industry events
- Convention Sales & Services
- Trade Shows
- Sales Missions
- Familiarization Tours
- Marketing asset development
- Visitor Services
- Research
- Administration and personnel and support services
- Contingency and reserve (marketing opportunity fund)



Legislation Text

File #: Res 32108, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION relating to the City Light Department; documenting compliance with the Public Utility Regulatory Policies Act of 1978, as amended by the Infrastructure Investment and Jobs Act of 2021. WHEREAS, the Public Utility Regulatory Policies Act of 1978 (PURPA) was enacted to encourage (1) the

conservation of energy supplied by electric utilities, (2) the optimal efficiency of electric utility facilities and resources, and (3) equitable rates to electric consumers; and

WHEREAS, the Infrastructure Investment and Jobs Act of 2021 (Jobs Act) amended Section 111(d) of PURPA to add two new “must consider” standards for nonregulated utilities such as Seattle City Light

concerning demand response and transportation electrification; and

WHEREAS, the Jobs Act amended Section 112(b) of PURPA to require nonregulated utilities such as Seattle City Light to commence consideration by November 15, 2022, and determine whether to adopt the

demand response and transportation electrification standards by November 15, 2023; and

WHEREAS, the Jobs Act amended Sections 112(g) and (h) of PURPA to provide that the requirement to

consider the new federal standards does not apply if a state has taken prior action to adopt the standards (or comparable standards) or the nonregulated utility has conducted a proceeding to consider the standards (or comparable standards) by November 15, 2021; and

WHEREAS, Seattle City Light has completed its assessment of its obligations regarding the two new federal standards in accordance with PURPA as amended by the Jobs Act; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR

CONCURRING, THAT:

Section 1. The City Council acknowledges and affirms Seattle City Light’s assessment of the two new federal standards on demand response and transportation electrification as set forth in the Public Utility Regulatory Policies Act of 1978 (PURPA), as amended by the Infrastructure Investment and Jobs Act of 2021 (Jobs Act).

Section 2. The City Council acknowledges and affirms Seattle City Light’s determination that these two proposed federal standards have been addressed by prior Washington State and/or Seattle City Light action and no further consideration or determination is required.

Section 3. Seattle City Light’s report on its *Consideration and Determination of New PURPA Standards*, which explains Seattle City Light’s determination regarding the two new federal standards, is attached to this resolution as Attachment 1.

Adopted by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its passage this _____ day of _____, 2023.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Consideration and Determination of New PURPA Standards



Consideration and Determination of New PURPA Standards

I. Executive Summary

This report details Seattle City Light’s (“City Light”) efforts to comply with the “must consider” requirements added to the Public Utility Regulatory Policies Act (“PURPA”) by the Infrastructure Investment and Jobs Act of 2021 (“Jobs Act”) (Pub. L. 117-58). These specific Jobs Act requirements concern demand response and transportation electrification. The following pages describe the new PURPA requirements, assess City Light and State of Washington’s compliance efforts to date, and conclude that City Light is exempt from taking further action on either the demand response standard or the transportation electrification standard due to prior state/utility actions.

II. History of PURPA

PURPA was enacted by Congress in 1978 to encourage (1) energy conservation; (2) increased efficiency of electric utility facilities and resources; and (3) fair retail rates for electric consumers. PURPA originally included six federal standards related to rates: cost of service, declining block rates, time-of-day rates, seasonal rates, interruptible rates, and load management techniques. Additional standards have been added to PURPA over the years and this report concerns two new standards added to PURPA by the Jobs Act.

III. New PURPA Standards

The Jobs Act added two new standards to PURPA related to demand response and transportation electrification, discussed in more detail below. While PURPA requires state regulatory authorities and certain nonregulated utilities such as City Light¹ to conduct a proceeding to consider the new standards—and then decide if they are appropriate to implement—the law also waives this requirement if a state or nonregulated utility has adopted a comparable standard. As discussed below, Washington State has adopted a standard comparable to the demand response standard announced in Section 40104 or the Jobs Act. Further, Washington State and City Light have adopted standards comparable to the transportation electrification standard announced in Section 40431 of the Jobs Act.

¹ PURPA defines a “nonregulated electric utility” as “any electric utility other than a state regulated electric utility[,]” which applies to City Light. 16 U.S.C. § 2602(9).

IV. Demand Response

Section 40104 of the Jobs Act requires that:

Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand . . . [and] may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices . . .

Demand response refers to the intentional reduction in electric use by end-use customers typically at times of high market prices or when grid reliability is jeopardized. Due to the benefits provided to the system, end-users are compensated for participating in demand response programs.

A. Discussion

Current state law mandates that City Light evaluate opportunities for utilizing demand response. The Clean Energy Transformation Act (“CETA”) passed in 2019 requires that City Light develop a Clean Energy Implementation Plan (“CEIP”) every four years. [RCW 19.405.060](#). In January 2021, the State Department of Commerce adopted regulations requiring that each CEIP “specify a target for the amount, expressed in megawatts, of demand response resources to be acquired during the period.” [WAC 194-40-200](#).

In August 2021, City Light submitted its CEIP to the Department of Commerce, which included the City’s demand response targets, which were zero at that time, stating that “City Light plans to launch time of day rates by 2023, residential/small business demand response pilots by 2022, and managed electric vehicle charging pilots by 2025.” City Light Dep’t 2021 CEIP at 5.

Likewise, Washington State law requires all Washington electric utilities with more than 25,000 customers to regularly prepare an integrated resource plan (“IRP”) pursuant to RCW 19.280. State law further specifies that an IRP must include an assessment of commercially available conservation and efficiency recourses, which may include demand response. RCW 19.280.30(1)(b). In its [2022 Integrated Resource Plan](#), City Light evaluated seven demand response scenarios and indicated it intends work with customers to tailor a demand response shift of up to 47 MW during the summer and around 79 MW for winter to help manage short-term peaks in electricity demand.

B. Finding and Determination

Existing Washington State law requires that utilities evaluate utilizing demand response, which City Light has complied with. Consequently, the Jobs Act provisions regarding prior state action apply

to this standard and no further consideration of the federal demand response is necessary or required at this time.

V. Transportation Electrification

Section 40431 of the Jobs Act requires that:

Each State shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that (A) promote affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;(B) improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;(C) accelerate third-party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and (D) appropriately recover the marginal costs of delivering electricity to electric vehicles and electric vehicle charging infrastructure.

Similar to demand response, nonregulated utilities must commence consideration of this transportation electrification standard no later than November 15, 2022, and determine whether to implement it by November 15, 2023. Jobs Act § 40431(b)(1). This requirement will also be waived if, before November 21, 2021, the State has implemented for City Light the standard (or a comparable standard), City Light has “conducted a proceeding to consider implementation of the standard (or a comparable standard),” or the State legislature has voted on the implementation of the standard (or a comparable standard) for City Light no earlier than three years prior to Nov. 15, 2021. Jobs Act § 40431(b)(3)(A).

A. Discussion

In 2019, the Washington State Legislature passed and the governor signed [House Bill \(HB\) 1512](#) concerning transportation electrification in Washington State. HB 1512 was codified at [RCW 35.92.450](#) and provides that “[t]he governing authority of an electric utility formed under this chapter may adopt an electrification of transportation plan that, at a minimum, establishes a finding that utility outreach and investment in the electrification of transportation infrastructure does not increase net costs to ratepayers in excess of one-quarter of one percent.” This plan may address, among other things:

- (a) The applicability of multiple options for electrification of transportation across all customer classes;
- (b) the impact of electrification on the utility’s load, and whether demand response or other load management opportunities, including direct load control and dynamic pricing, are operationally appropriate;
- (c) system reliability and distribution system efficiencies;
- (d) interoperability concerns, including the interoperability of

hardware and software systems in electrification of transportation proposals; and (e) overall customer experience. RCW 35.92.450(2).

RCW 35.92.450(3) also provides that a utility undertaking an electrification plan may “offer incentive programs in the electrification of transportation for its customers, including the promotion of electric vehicle adoption and advertising programs to promote the utility’s services, incentives, or rebates.” These provisions expressly apply to City Light as a municipal electric utility formed under Chapter 92 of Title 35 of the RCW.

As a result of HB 1512, in October 2020, the Seattle City Council and Mayor approved City Light’s four-year Transportation Electrification Strategic Investment Plan (“Transportation Plan”). [Resolution 31971](#). This Transportation Plan is based on City Light’s Transportation Electrification Strategy Report, which was completed with the Rocky Mountain Institute in 2019 and is the product of significant public engagement and input. Transportation Plan at 7-9. The plan also identifies City Light’s initial investments, services, and education and promotions to further the following goals: fostering customer outreach and awareness, electrifying buses, ferries, and other public transit modes, electrifying commercial, local government, and non-profit fleets, expanding at-home or near-home charging, electrifying high-mileage vehicles, accelerating transportation electrification adoption in environmental justice communities, expanding public fast charging, and expanding workplace charging. Transportation Plan at 13-14.

City Light has taken or will soon take concrete steps to implement its electrification goals. These include, but are not limited to, approving two rate pilots to test time of day rates to encourage off-peak vehicle charging for residential and commercial customers; implementing a fleet electrification program to assist businesses transitioning to electric vehicles; installing charging infrastructure accessible to residents of multi-unit developments; and investing in curbside charging infrastructure in residential neighborhoods and publicly accessible locations.

B. Finding and Determination:

Because the Jobs Act provisions regarding prior state action and prior action by a nonregulated electric utility apply in this instance, no further action or consideration by City Light is required regarding the Jobs Act’s transportation electrification standard. Existing state law authorizes City Light to develop a transportation electrification plan. Pursuant to this state law, City Light has adopted its Transportation Plan, which provides a holistic roadmap for Seattle’s transportation electrification efforts. The plan includes:

- Strategic directives and program offerings intended to address equity and affordability concerns, consistent with revised Section 111(d)(21)(A) of PURPA. See Transportation Plan at 7-9 & 11-12.
- Assessments of customer experience and data analytics, consistent with revised Section 111(d)(21)(B) of PURPA, as well as RCW 35.92.450(2)(e). *Id.* at 18.

- Partnerships with third parties—including regional agencies, communities, and private companies—to catalyze additional investments in electric vehicle transportation, consistent with revised Section 111(d)(21)(C) of PURPA. *Id.* at 13-15.
- Consideration of cost recovery concerns associated with additional electricity use by electric vehicles, consistent with revised Section 111(d)(21)(D) of PURPA. *Id.* at 10 & 18.

The standards contained in RCW 35.92.450 and the Transportation Plan are thus different but comparable to those contained in Section 40431 of the Jobs Act governing transportation electrification. Moreover, these state and city standards were in place prior to the Jobs Act's implementation date of November 15, 2021. Thus, those Jobs Act provisions regarding prior state action and prior action by a nonregulated electric utility apply in this instance and no further action or consideration is required by City Light.

VI. Conclusion

The Jobs Act added two new standards to PURPA regarding demand response and transportation electrification. It also required entities such as City Light to conduct a process to consider adopting them by November 2023, unless it had already adopted a comparable standard by November 15, 2021. As discussed throughout this report, City Light and/or Washington State have already adopted comparable standards on demand response and transportation electrification. Thus, City Light has met its obligations under the Jobs Act, and no additional action by City Light is required.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Seattle City Light	Jeff Winmill	Greg Shiring

* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.

1. BILL SUMMARY

Legislation Title: A RESOLUTION relating to the City Light Department; documenting compliance with the Public Utility Regulatory Policies Act of 1978, as amended by the Infrastructure Investment and Jobs Act of 2021.

Summary and Background of the Legislation:

This Resolution documents City Light’s compliance with federal law. PURPA, among other things, requires nonregulated electric utilities such as City Light to “consider” implementing federal ratemaking standards, but waives formal consideration if a city or state has already implemented comparable standards for the nonregulated utility. The Jobs Act added two new standards to PURPA regarding demand response and transportation electrification. It also requires entities to conduct a process to consider adopting them by November 2023, unless they had already adopted a comparable standard by November 15, 2021.

For the reasons identified in the attached report, this Resolution confirms that City Light and/or Washington State have already adopted comparable standards on demand response and transportation electrification. Thus, City Light need not formally consider the new Jobs Act standards.

City Light has utilized City Council resolutions to meet its PURPA requirements in the past and elects to do so again in this instance. *See e.g.*, City Council Resolution 31006 (2007).

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?

No. Given the prior state/utility actions described in Attachment 1 to the Resolution, the public hearing requirements of PURPA do not apply. 16 U.S.C. § 2621(b).

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

No.

d. Does this legislation affect a piece of property?

No.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This Resolution affirms that those elements of City Light's transportation electrification strategy addressing environmental justice are comparable to the federal standard of promoting affordable and equitable electric vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

This Resolution, on its own, will not increase or decrease carbon emissions. However, this Resolution describes the City Light's multiple efforts to utilize demand response and enhance transportation electrification, which will decrease carbon emissions from the status quo.

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

This Resolution, on its own, will not increase or decrease Seattle's resilience to climate change. However, this Resolution describes several City Light proposals and programs that will contribute to climate change resiliency. This is particularly the case with regard to demand responses and its ability to reduce stress on energy infrastructure in response to extreme weather.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A



Legislation Text

File #: Res 32109, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION approving the Seattle Housing Authority's use of certain excess revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area for the provision of services that benefit the residents of the community.

WHEREAS, in 2010, the federal Department of Housing and Urban Development (HUD) created the Choice Neighborhoods program to leverage significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation; and

WHEREAS, Choice Neighborhoods is focused on three core goals:

1. Housing: Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
2. People: Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
3. Neighborhood: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community; and

WHEREAS, in 2011 the Seattle Housing Authority (SHA) was one of the first housing authorities nationally to receive a Choice Neighborhoods grant award, ultimately totaling \$30 million, to catalyze the redevelopment of the Yesler Terrace public housing community; and

WHEREAS, The City of Seattle and SHA entered into a Cooperative Agreement via adoption of Ordinance 123961 that identifies roles and responsibilities of the parties, including unit delivery targets and

aspirational funding commitments; and

WHEREAS, the Cooperative Agreement required SHA to use all proceeds from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area for redevelopment activities, including constructions of replacement housing; 30% and 60% AMI housing units; public infrastructure; and other community amenities such as pocket parks, P-Patch Community Gardens, and the 10th Ave Hillclimb; and

WHEREAS, the Cooperative Agreement also allowed SHA, in the event there were net revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area that are in excess of what is needed to fund redevelopment activities, to develop a proposal, in coordination with the Office of Housing and consistent with HUD requirements, for City Council approval regarding the use of those net revenues; and

WHEREAS, SHA has completed all required infrastructure improvements and has completed, has under construction or in permitting or design, or has otherwise caused the construction of (i) all 561 replacement units, (ii) 390 60% AMI units (exceeding the target by 100), (iii) 688 80% AMI units, and (iv) 2016 market rate units; and

WHEREAS, HUD has directed that any remaining proceeds from property sale, lease or other disposition in the Yesler Terrace Redevelopment Area must be used for costs associated with the Yesler Terrace Redevelopment Area; and

WHEREAS, during redevelopment, SHA funded an array of services for residents of the Yesler Terrace Redevelopment Area, including education and youth development, health and wellbeing, community and resident leadership and employment and adult education; and

WHEREAS, SHA proposes to use the net revenues from the sale, lease or other disposition of property in the Yesler Terrace Redevelopment Area that are in excess of what is needed to fund redevelopment activities to provide and continue providing services that are critical to the quality of life and

opportunity for the residents of the Yesler Terrace community and that are envisioned by and outlined within the Social Infrastructure component of the Seattle Housing Authority’s Yesler Terrace Development Transformation Plan, including economic opportunity services, educational attainment and career building, youth-focused programming, social and health services, community building activities, and similar services (the “Services”); and

WHEREAS, SHA has conferred with the City’s Office of Housing about this proposal and the Office of Housing supports the proposal; NOW, THEREFORE,

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

Section 1. The Seattle City Council approves the Seattle Housing Authority’s proposal to use the net revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area that are in excess of what is needed to fund redevelopment activities to provide and continue providing services, including, but not limited to: career coaching employment and education support; case management; one to one/small group youth tutoring; “Team Read” (youth reading support); Vietnamese Teatime; and Healthy Homes Care Coordination.

Adopted by the City Council the _____ day of _____, 2023, and signed by me in open session in authentication of its adoption this _____ day of _____, 2023.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Seattle Housing Authority/Legislative	Anne Fiske Zuniga/Traci Ratzliff	

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: A RESOLUTION approving the Seattle Housing Authority’s use of certain excess revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area for the provision of services that benefit the residents of the community.

Summary and Background of the Legislation:

In 2011, SHA was fortunate to receive a \$30M Choice Neighborhoods program grant from the federal department of Housing and Urban Development (HUD) to jumpstart the redevelopment of Yesler Terrace.

Choice Neighborhoods was different from its predecessor, the HOPE VI program (under which we redeveloped the other garden communities) in that it allowed for and encouraged the use of 15% of the funding for supportive services for residents of Yesler during redevelopment. SHA took full advantage of HUD’s broadened scope and funded an array of services for Yesler residents using CNI and SHA funds. These services continue to this day.

HUD, through the Choice Neighborhoods program also encouraged grant recipients to continue the provision of these services for the community after redevelopment was complete. The way that SHA can continue providing services at Yesler is by using funds that remain after all necessary funding is allocated for housing and infrastructure.

The wording of the Yesler Terrace Cooperative Agreement currently states:

- In the event there are net revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area that are in excess of what is needed to fund redevelopment activities, SHA shall, pursuant to the guidance and approval of the use of the funds by HUD, and in coordination with the Office of Housing (OH), develop a proposal for the use of the net revenues. **SHA shall submit this proposal to the City Council for approval before expending these net revenues.**

Having conferred with OH, SHA is seeking City Council approval to use net revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area that is not needed to fund redevelopment activities in order to continue the provision of human, educational and other supportive services benefitting the residents of the Yesler Terrace Redevelopment area. This is consistent with direction from HUD that all remaining

property sale proceeds at Yesler must remain at Yesler. SHA estimates the amount that will be expended annually on the services is approximately \$600,000, for the next 15 years.

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.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2028:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

This resolution has no financial impacts to the City of Seattle.

Are there financial costs or other impacts of *not* implementing the legislation?

SHA will not be able to continue providing health, education, and employment support services to the residents of the redeveloped Yesler community.

If there are no changes to appropriations, revenues, or positions, please delete sections 3.a., 3.b., and 3.c. and answer the questions in Section 4.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No City departments are affected by this resolution.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

This resolution relates to SHA-owned property associated with the Yesler Terrace Redevelopment Area.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This resolution allows for the continuation of the delivery of services to the extremely low-income residents of the Yesler Redevelopment area, the majority of whom are BIPOC and historically disadvantaged.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No.

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

N/A.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

This resolution allows for the continuation of existing services delivered at Yesler.

Summary Attachments (if any):