

CITY OF SEATTLE
ORDINANCE 126453
COUNCIL BILL 120186

AN ORDINANCE relating to City employment; authorizing the execution of agreements between The City of Seattle and certain City unions; authorizing compensation for certain City employees not covered by a collective bargaining agreement; and ratifying and confirming certain prior acts.

WHEREAS, during the COVID-19 pandemic, many City employees have been required to perform essential functions and deliver critical services to the community that can only be performed in person; and

WHEREAS, these employees play an essential role in the City and are on the front lines of delivering essential public services; and

WHEREAS, because of COVID-19, these employees may have experienced increased hardship, such as lack of public transit, limited access to childcare, and other challenges; and

WHEREAS, retention of these employees is of the utmost importance, and the City seeks to provide some additional acknowledgment of their extraordinary efforts; and

WHEREAS, the City also seeks to bolster front-line employee morale so they can continue to provide these essential in-person public services through the end of the current public health emergency; and

WHEREAS, collective bargaining has led to tentative agreements between The City of Seattle and certain City unions; and

WHEREAS, the City Budget Office has identified General Fund reserves sufficient to cover the estimated cost resulting from agreements and will submit subsequent legislation to appropriate funds once the departmental totals and payment timing are settled; and

1 WHEREAS, the City resolves to also apply such benefits to eligible employees not covered by a
2 collective bargaining agreement; NOW, THEREFORE,

3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. As requested by the Seattle Human Resources Director and recommended by
5 the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute an
6 agreement between the City and certain City unions, substantially in the form attached to this
7 ordinance as Attachment 1 and identified as “Agreement Coalition of City Unions and Certain
8 Other Signatory Unions and The City of Seattle.” The Mayor shall only execute this agreement
9 with unions who have ratified it.

10 Section 2. As requested by the Seattle Human Resources Director and recommended by
11 the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute an
12 agreement between the City and the International Brotherhood of Fire Fighters Local 27,
13 substantially in the form attached to this ordinance as Attachment 2 and identified as “Agreement
14 International Association of Fire Fighters Local 27 and The City of Seattle.” The Mayor shall
15 only execute this agreement after the union has ratified it.

16 Section 3. As requested by the Seattle Human Resources Director and recommended by
17 the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute an
18 agreement between the City and certain City unions, substantially in the form attached to this
19 ordinance as Attachment 3 and identified as “Memorandum of Agreement by and between The
20 City of Seattle Municipal Court and Public, Professional & Office-Clerical Employees and
21 Drivers Local Union No. 763” The Mayor shall only execute this agreement after the union has
22 ratified it.

1 Section 4. As requested by the Seattle Human Resources Director, the Mayor is
2 authorized on behalf of The City of Seattle (City) to execute an agreement between the City and
3 certain City unions, substantially in the form attached to this ordinance as Attachment 4 and
4 identified as “Agreement by and between PROTEC17 and the City of Seattle.” The Mayor shall
5 only execute this agreement after the union has ratified it.

6 Section 5. This section shall apply to eligible City employees who are not represented by
7 a union or covered by a collective bargaining agreement.

8 A. Acknowledgement of front-line worker pay. Current City of Seattle employees who
9 have been required to perform work in person at City job sites and offices during the pandemic
10 will be paid a one-time taxable payment of up to \$1,750 (pro-rated for part-time employees).
11 Eligible employees must be on the City’s payroll on or after August 1, 2021. Employees who
12 separated from employment prior to August 1, 2021 are not eligible to receive this payment.
13 This payment will be paid to eligible employees no later than March 31, 2022 as long as the
14 employee timely files their paperwork.

15 B. Employee eligibility self-attestation. To qualify for this acknowledgement of front-line
16 worker pay and determine lump sum amount, an employee must certify in writing each of the
17 following:

18 1. Eligibility for work performed in person. The employee was directed by
19 management or the work was required to be performed in-person at any time between March 20,
20 2020 and December 31, 2021.

21 2. Lump sum calculation. The employee may qualify for either a full monthly
22 payment or partial monthly payment according below:

1 a. Full monthly payment. For each month between March 20, 2020
2 through December 31, 2021, if the employee was directed by management or the work was
3 required to be performed in-person greater than 110 regular hours in the month, they shall
4 receive \$100 for that month. For each month they received 100 percent of the telework stipend,
5 they shall not receive the acknowledgement of front-line worker pay for that month; or

6 b. Partial monthly payment. For each month between March 20, 2020
7 through December 31, 2021, if the employee was directed by management or the work was
8 required to be performed in-person more than 94 regular hours, but less than or equal to 110
9 regular hours in the month, they shall receive \$50 for that month. For each month they received
10 50 percent of the telework stipend, they shall be eligible to receive no more than 50 percent of
11 the acknowledgement of front-line worker pay for that month.

12 3. Total compensation. No employee's combined payment of the telework stipend
13 and front-line worker acknowledgement pay shall exceed \$100 for any month. The total front-
14 line worker acknowledgement pay lump sum payment for an employee shall not exceed \$1,750.

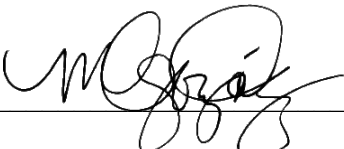
15 Section 6. This ordinance shall expire on March 31, 2022.

16 Section 7. The Seattle Human Resources Director is authorized to promulgate
17 administrative guidance to implement this ordinance.

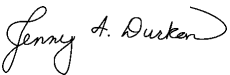
18 Section 8. Any act consistent with the authority of this ordinance taken prior to its
19 effective date is ratified and confirmed.

1 Section 9. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.


4 Passed by the City Council the 11th day of _____ October _____, 2021,
5 and signed by me in open session in authentication of its passage this 11th day of
6 _____ October _____, 2021.

7 
8 _____
President _____ of the City Council

9 Approved returned unsigned / vetoed this 13th day of October, 2021.

10 
11 _____
Jenny A. Durkan, Mayor

12 Filed by me this 13th day of October, 2021.

13 
14 _____
Monica Martinez Simmons, City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment 1 – Agreement Coalition of City Unions and Certain Other Signatory Unions and
- 3 The City of Seattle
- 4 Attachment 2 – Agreement International Association of Fire Fighters Local 27 and The City of
- 5 Seattle
- 6 Attachment 3 – Memorandum of Agreement by and between The City of Seattle Municipal
- 7 Court and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763
- 8 Attachment 4 – Agreement by and between PROTEC17 and the City of Seattle
- 9

This offer represents a package proposal for *the large*, whereby each described component is interdependent, requiring that the substantive aspect of one component will not be agreed upon unless all other elements are agreed upon. This is an attempt to bring the parties to final resolution.

This proposal is being presented to the Unions by the Executive and at the sole direction of the Executive. Any tentative agreement will require approval by a majority of the City Council to become a binding agreement. Whether the City Council will vote on or approve a tentative agreement is not known, cannot be guaranteed, and is not a mere formality in this matter

Subject to council approval: This document represents a tentative agreement between the parties. Jeff Clark, Labor Negotiator. 9/22/2021

AGREEMENT

COALITION OF CITY UNIONS AND CERTAIN OTHER SIGNATORY UNIONS and THE CITY OF SEATTLE

During the COVID-19 pandemic, many City employees have been required to perform essential functions and deliver critical services to the community that can only be performed in person. Because of COVID-19, these employees may have experienced increased hardship (i.e. lack of public transit, limited access to childcare, etc.). These employees play an essential role in the City and are on the front lines of delivering essential public services. Retention of these employees is of the utmost importance, and the City is providing some additional acknowledgment of their extraordinary efforts. The City also seeks to bolster their morale so they can continue to provide these essential in-person public services through the end of the current public health emergency.

The City of Seattle (“City”), Coalition of City Unions (“Coalition”), and other signatory unions (“Signatory Unions”), (collectively, “Parties”), the Parties enter into the following Agreement (Agreement).

- A. **Acknowledgement of Front-Line Worker Pay:** Current City of Seattle employees who have been required to perform work in person at City job sites and offices during the pandemic will be paid a one-time taxable payment of up to \$1,750.00 (pro-rated for part-time employees). Eligible employees must be on the City’s payroll on or after August 1, 2021. Employees who separated employment prior to August 1, 2021 are not eligible to receive this payment. This payment will be paid to eligible employees no later than March 31, 2022 as long as the employee timely files their paperwork.
- B. **Employee Eligibility Self-Attestation:** To qualify for this Acknowledgement of Front-Line Worker Pay and determine lump sum amount, an employee must certify in writing each of the following:

1. **Eligibility for Work Performed in Person** – Employee was directed by management or the work was required to be performed in-person at any time between March 20, 2020 and December 31, 2021.
 2. **Lump Sum Calculation** – Employee may qualify for either a full monthly payment or partial monthly payment according below:
 - a. **Full Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person greater than 110 regular hours in the month, they shall receive \$100 for that month. For each month if you received 100% of the Telework Stipend, you will not receive the Acknowledgement of Front-Line Worker Pay for that month; or,
 - b. **Partial Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person more than 94 regular hours, but less than or equal to 110 regular hours in the month, they shall receive \$50 for that month. For each month if you received 50% of the Telework Stipend, you will receive 50% of the Acknowledgement of Front-Line Worker Pay for that month.
 3. **Total Compensation** – No employee’s combined payment of Telework Reimbursement and Front-Line Worker Acknowledgement Pay shall exceed a maximum of \$100 for any month. The total Front-Line Worker Acknowledgement Pay lump sum payment shall not exceed \$1,750.00.
- C. Upon Tentative Agreement of this proposal, the Mayor will modify the current Mayoral Directive #9, creating Directive #10 regarding employees telework to be voluntary effective October 18, 2021 and the Fixed Rate Utility Allowance Memorandum Of Understanding will expire October 18, 2021. Eligible employees may elect to continue their current telework arrangement until January 19, 2022 unless there is a business need for them to return to the worksite. While the parties understand that continued telework will be considered voluntary on the part of the employee after October 18, 2021, the Department will have the sole discretion on when to return an employee providing a legitimate business need which is clearly and succinctly described in a notice to the employee and the union.
- D. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
- E. SEVERABILITY. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if the payment is deemed unlawful or if this Agreement is not ratified by the City Council, the Agreement shall be null and void and any payments previously paid must be paid back to the City. The provisions of this Agreement will not be construed against any party.

- F. DISPUTES. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during labor management meetings convened and held for all signatory unions, upon request by any Party, and shall not be subject to the grievance procedure set forth in the Parties’ collective bargaining agreements.
- G. NO PRECEDENT. This Agreement does not constitute a practice or precedent and cannot be used by any of the Parties in any matter or proceeding, except for the purpose of enforcing the Agreement itself. The Parties agree the acknowledgment payment described above is a one-time payment and arises out of the unique circumstances of the public health emergency.
- H. TERM OF AGREEMENT. This Agreement shall expire on March 31, 2022.

SIGNED this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

Jenny A. Durkan, Mayor

Kimberly Loving, Interim SDHR Director

Jeff Clark, Interim Labor Relations Director

SIGNATORY UNIONS

Chris Winters, Business Rep. Date
IU Painters and Allied Trades, DC #5
(Coalition of City Unions)

Natalie Kelly, Union Rep. Date
HERE Local 8
(Coalition of City Unions)

Rebecka Beatty, Business Rep Date
IATSE, Local 15
(Coalition of City Unions)

Karen Estevenin, Executive Director Date
PROTEC17
(Coalition of City Unions)

Alisha Gregory-Davis, Union Rep. Date
PROTEC17
(Coalition of City Unions)

Steven Pray, Union Rep. Date
PROTEC17
(Coalition of City Unions)

Shaun Van Eyk, Union Rep. Date
PROTEC17
(Coalition of City Unions)

Mark Watson, Union Rep. Date
WSCCCE Locals 21, 21C, 21Z
(Coalition of City Unions)

Ed Stemler, Gen. Counsel Date
WSCCCE Local 21PA
(Coalition of City Unions)

Kurt Swanson, Business Rep. Date
UA Plumbers & Pipefitters, Local 32
(Coalition of City Unions)

Gillian Burlingham, Business Rep. Date
IBEW Local 46
(Coalition of City Unions)

Kal Rhode, Business Rep. Date
Sheet Metal Workers, Local 66
(Coalition of City Unions)

Steve Kovac, Business Rep. Date
IBEW Local 77

Tommy Hunt, Business Rep. Date
IAMAW, Dist. Lodge 160, Local 79

Steve Behling, Business Rep. Date
Boilermakers Union, Local 104
(Coalition of City Unions)

John Searcy, Sec-Treas. Date
Teamsters, Local 117
(Coalition of City Unions)

Dale Cannon, Business Manager. Date
Liuna Local 242

Kathy Wilkens, Business Rep. Date
Liuna Local 242

(Coalition of City Unions)

(Coalition of City Unions)

Tom Hunt, Business Rep. Date
IAMAW, Dist. Lodge 160, Local
289 (Coalition of City Unions)

Tom Shelton, Business Rep. Date
IU of Operating Engineers, Local 302
(Coalition of City Unions)

Mary Keefe Date
Teamsters, Local 763
(Coalition of City Unions)

Peter Hart, Regional Director Date
Inland Boatmen’s Union of the
Pacific
(Coalition of City Unions)

David Quinn, Business Rep Date
PNW Regional Council of
Carpenters
(Coalition of City Unions)

Gary Harnett, President Date
Seattle Municipal Court Marshall’s Guild
(Coalition of City Unions)

Jacob Adams, President Date
Seattle Police Dispatchers’ Guild
(Coalition of City Unions)

Chrisanne Sapp, President. Date
Seattle Parking Enforcement Officers Guild

Scott Bachler, President Date

Seattle Police Management
Association

This offer represents a package proposal for *the large*, whereby each described component is interdependent, requiring that the substantive aspect of one component will not be agreed upon unless all other elements are agreed upon. This is an attempt to bring the parties to final resolution.

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Subject to council approval: This document represents a tentative agreement between the parties. Jeff Clark, Labor Negotiator. 9/22/2021

AGREEMENT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 27

and

THE CITY OF SEATTLE

This Memorandum of Agreement (hereinafter called "Memorandum" or "MOA") is entered into between the City of Seattle ("City") and IAFF Local 27. Collectively, the City, and IAFF Local 27 shall be known as "the Parties".

- A. **Acknowledgement of Front-Line Worker Pay:** Current City of Seattle employees who have been required to perform work in person at City job sites and offices during the pandemic will be paid a one-time taxable payment of up to \$1,750.00 (pro-rated for part-time employees). Eligible employees must be on the City's payroll on or after August 1, 2021. Employees who separated employment prior to August 1, 2021 are not eligible to receive this payment. This payment will be paid to eligible employees no later than March 31, 2022 as long as the employee timely files their paperwork.
- B. **Employee Eligibility Self-Attestation:** To qualify for this Acknowledgement of Front-Line Worker Pay and determine lump sum amount, an employee must certify in writing each of the following:
1. **Eligibility for Work Performed in Person** – Employee was directed by management or the work was required to be performed in-person at any time between March 20, 2020 and December 31, 2021.
 2. **Lump Sum Calculation** – Employee may qualify for either a full monthly payment or partial monthly payment according below:
 - a. **Full Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work

was required to be performed in-person greater than 110 regular hours in the month, they shall receive \$100 for that month. For each month if you received 100% of the Telework Stipend, you will not receive the Acknowledgement of Front-Line Worker Pay for that month; or,

- b. **Partial Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person more than 94 regular hours, but less than or equal to 110 regular hours in the month, they shall receive \$50 for that month. For each month if you received 50% of the Telework Stipend, you will receive 50% of the Acknowledgement of Front-Line Worker Pay for that month.

- 3. **Total Compensation** – No employee’s combined payment of Telework Reimbursement and Front-Line Worker Acknowledgement Pay shall exceed a maximum of \$100 for any month. The total Front-Line Worker Acknowledgement Pay lump sum payment shall not exceed \$1,750.00.

- C. Upon Tentative Agreement of this proposal, the Mayor will modify the current Mayoral Directive #9, creating Directive #10 regarding employees telework to be voluntary effective October 18, 2021 and the Fixed Rate Utility Allowance Memorandum Of Understanding will expire October 18, 2021. Eligible employees may elect to continue their current telework arrangement until January 19, 2022 unless there is a business need for them to return to the worksite. While the parties understand that continued telework will be considered voluntary on the part of the employee after October 18, 2021, the Department will have the sole discretion on when to return an employee providing a legitimate business need which is clearly and succinctly described in a notice to the employee and the union.
- D. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
- E. SEVERABILITY. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if the payment is deemed unlawful or if this Agreement is not ratified by the City Council, the Agreement shall be null and void and any payments previously paid must be paid back to the City. The provisions of this Agreement will not be construed against any party.
- F. DISPUTES. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during labor management meetings convened and held for all signatory unions, upon request by any Party, and shall not be subject to the grievance procedure set forth in the Parties’ collective bargaining agreements.
- G. NO PRECEDENT. This Agreement does not constitute a practice or precedent and cannot be used by any of the Parties in any matter or proceeding, except for the purpose of

enforcing the Agreement itself. The Parties agree the acknowledgment payment described above is a one-time payment and arises out of the unique circumstances of the public health emergency.

H. TERM OF AGREEMENT. This Agreement shall expire on March 31, 2022.

SIGNED this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

Jenny A. Durkan, Mayor

Kimberly Loving,
Interim SDHR Director

Jeff Clark, Interim Labor Relations Director

FOR THE UNION

Kenny Stuart, President
IAFF Local 27

This offer represents a package proposal for *the large*, whereby each described component is interdependent, requiring that the substantive aspect of one component will not be agreed upon unless all other elements are agreed upon. This is an attempt to bring the parties to final resolution.

This proposal is being presented to the Unions by the Executive and at the sole direction of the Executive. Any tentative agreement will require approval by a majority of the City Council to become a binding agreement. Whether the City Council will vote on or approve a tentative agreement is not known, cannot be guaranteed, and is not a mere formality in this matter

Subject to council approval: This document represents a tentative agreement between the parties. Jeff Clark, Labor Negotiator. 9/22/2021

MEMORANDUM OF AGREEMENT

by and between

THE CITY OF SEATTLE MUNICIPAL COURT

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

THIS MEMORANDUM OF UNDERSTANDING is by and between THE CITY OF SEATTLE MUNICIPAL COURT, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the international Brotherhood of Teamsters, hereinafter referred to as the UNION.

- A. **Acknowledgement of Front-Line Worker Pay:** Current City of Seattle employees who have been required to perform work in person at City job sites and offices during the pandemic will be paid a one-time taxable payment of up to \$1,750.00 (pro-rated for part-time employees). Eligible employees must be on the City's payroll on August 1, 2021. Employees who are no longer employed are not eligible to receive this payment. This payment will be paid to eligible employees no later than March 31, 2022 as long as the employee timely files their paperwork.
- B. **Employee Eligibility Self-Attestation:** To qualify for this Acknowledgement of Front-Line Worker Pay and determine lump sum amount, an employee must certify in writing each of the following:

1. **Eligibility for Work Performed in Person** – Employee was directed by management or the work was required to be performed in-person at any time between March 20, 2020 and December 31, 2021.
 2. **Lump Sum Calculation** – Employee may qualify for either a full monthly payment or partial monthly payment according below:
 - a. **Full Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person greater than 110 regular hours in the month, they shall receive \$100 for that month. For each month if you received 100% of the Telework Stipend, you will not receive the Acknowledgement of Front-Line Worker Pay for that month; or,
 - b. **Partial Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person more than 94 regular hours, but less than or equal to 110 regular hours in the month, they shall receive \$50 for that month. For each month if you received 50% of the Telework Stipend, you will receive 50% of the Acknowledgement of Front-Line Worker Pay for that month.
 3. **Total Compensation** – No employee’s combined payment of Telework Reimbursement and Front-Line Worker Acknowledgement Pay shall exceed a maximum of \$100 for any month. The total Front-Line Worker Acknowledgement Pay lump sum payment shall not exceed \$1,750.00.
- C. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
- D. SEVERABILITY. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if the payment is deemed unlawful or if this Agreement is not ratified by the City Council, the Agreement shall be null and void and any payments previously paid must be paid back to the City. The provisions of this Agreement will not be construed against any party.
- E. DISPUTES. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during labor management meetings convened and held for all signatory unions, upon request by any Party, and shall not be subject to the grievance procedure set forth in the Parties’ collective bargaining agreements.
- F. NO PRECEDENT. This Agreement does not constitute a practice or precedent and cannot be used by any of the Parties in any matter or proceeding, except for the purpose of enforcing the Agreement itself. The Parties agree the acknowledgment payment described

above is a one-time payment and arises out of the unique circumstances of the public health emergency.

G. TERM OF AGREEMENT. This Agreement shall expire on March 31, 2022

SIGNED this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

Jenny A. Durkan, Mayor Date

Kimberly Loving, Acting Director Date
Seattle Department of Human Resources

Jeff Clark, Interim Labor Relations Dir. Date
Seattle Department of Human Resources

MUNICIPAL COURT BARGAINING
UNITS

Hon. Willie Gregory, Presiding Date

Mary Keefe Date
Teamsters, Local 763, Municipal
Court (Coalition of City Unions)

Gary Hardnett Jr, President Date
Municipal Court Marshall’s Guild
(Coalition of City Unions)

Shaun Van Eyk Date
PROTEC17, Probation Counselors
(Coalition of City Unions)

Steve Kovac, Business Rep. Date
IBEW Local 77

AGREEMENT
BY AND BETWEEN
PROTEC17
AND
THE CITY OF SEATTLE

During the COVID-19 pandemic, many City employees have been required to perform essential functions and deliver critical services to the community that can only be performed in person. Because of COVID-19, these employees may have experienced increased hardship (i.e. lack of public transit, limited access to childcare, etc.). These employees play an essential role in the City and are on the front lines of delivering essential public services. Retention of these employees is of the utmost importance, and the City is providing some additional acknowledgment of their extraordinary efforts. The City also seeks to bolster their morale so they can continue to provide these essential in-person public services through the end of the current public health emergency.

The City of Seattle (“City”) and PROTEC17 (“PROTEC17”), collectively referred to herein as “the Parties,” enter into the following Agreement (“Agreement”):

- A. **ACKNOWLEDGEMENT OF FRONT-LINE WORKER PAY:** Current City of Seattle employees employed by the City’s Legislative Branch, and who have been required to perform work in person at City job sites and offices during the pandemic, will be paid a one-time taxable payment of up to \$1,750.00 (pro-rated for part-time employees). Eligible employees must be on the City’s payroll on August 1, 2021. Employees who are no longer employed are not eligible to receive this payment. This payment will be paid to eligible employees no later than March 31, 2022, as long as the employee timely files their paperwork.
- B. **EMPLOYEE ELIGIBILITY SELF-ATTESTATION:** To qualify for this Acknowledgement of Front-Line Worker Pay and determine lump sum amount, an employee must certify in writing each of the following:
1. **Eligibility for Work Performed in Person** – Employee was directed by management, or the work was required to be performed in-person, at any time between March 20, 2020, and December 31, 2021.
 2. **Lump Sum Calculation** – An Employee may qualify for either a full monthly payment or partial monthly payment as set forth below:
 - a. **Full Monthly Payment** – For each month between March 9, 2020 through December 31, 2021, if an employee was directed by management or the work was required to be performed in-person for greater than 110 regular hours in the month, the employee shall receive \$100 for that month. However, an employee

will not be eligible to receive Acknowledgement of Front-Line Worker Pay for any month in which the employee received 100% of the Telework Stipend.

Partial Monthly Payment – For any month in which an employee was directed by management to perform in-person work or where the nature of the work required it to be performed in person more than 94 regular hours but not exceeding 110 regular hours in the month, and where any such employee received 50% of the Telework stipend in that same period, that employee will receive 50% of the Acknowledgement of Frontline Worker Pay for that month.

3. **Total Compensation** – No employee's combined payment of Telework Reimbursement and Front-Line Worker Acknowledgement Pay shall exceed a maximum of \$100 for any month. The total Front-Line Worker Acknowledgement Pay lump sum payment shall not exceed \$1,750.00.
- C. Upon Tentative Agreement of this proposal, the Council President/Council President Pro Tem will modify their March 6, 2021 directive, making employee telework voluntary effective no sooner than November 29, 2021, and notifying employees that they will still receive the allowance as set forth the City's Fixed Rate Utility Allowance Memorandum Of Understanding which expires October 18, 2021, until telework is made voluntary. Should telework be made voluntary before January 19, 2022, eligible employees may elect to continue their current telework arrangement until January 19, 2022, unless there is a business need for them to return to the worksite. While the Parties understand that continued telework may be considered voluntary on the part of the employee on or after November 29, 2021, the Department will maintain the sole discretion on whether there is a business need for the employee to return to the worksite prior to that date. Where the Department exercises such discretion, it will provide a notice to any impacted employee and the union, setting forth the clear and succinct legitimate business need for the employee's return to the workplace.
 - D. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
 - E. **SEVERABILITY.** If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if the payment is deemed unlawful or if this Agreement is not ratified by the City Council, the Agreement shall be null and void and any payments previously paid must be paid back to the City. The provisions of this Agreement will not be construed against any party.
 - F. **DISPUTES.** Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during labor management meetings convened and held for all signatory unions, upon request by any Party, and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.

G. **NO PRECEDENT.** This Agreement does not constitute a practice or precedent and cannot be used by the Parties in any matter or proceeding, except for the sole purpose of enforcing the Agreement itself. The Parties agree the acknowledgment payment described above is a one-time payment and arises out of the unique circumstances of the public health emergency.

H. **TERM OF AGREEMENT.** This Agreement shall expire on April 1, 2022.

SIGNED this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

M. Lorena González, Council President

FOR PROTEC 17

Shaun Van Eyk, Union Representative

PROTEC17