

**PROTEC17, IBEW Local 46, AFSCME Council 2, Seattle
Dispatchers' Guild, Teamsters 117, Teamsters 763 and The City
of Seattle
In-office Minimums Bargaining**

The purpose of this Agreement is to resolve the demands to bargain submitted by PROTEC17, IBEW Local 46, AFSCME Council 2, and the Seattle Dispatchers' Guild (individually "**Union**" or collectively "**Unions**") in response to Mayor Harrell's August 5, 2024 announcement of the intent to institute a three (3) day per week (defined as Wednesday through Tuesday) in-office minimum for all executive branch City employees, scheduled to go into effect January 2, 2025. Upon full execution of this Agreement by each Union and the City of Seattle ("**City**") (collectively referred to as the "**Parties**"), the obligation to bargain will have been met and completed.

General Provisions. The Parties understand and acknowledge the benefits of allowing employees to work a hybrid schedule which permits both telecommuting and on-site work. Nothing in this Agreement is intended to replace or abridge anything contained in any individual Union's collective bargaining agreement ("**CBA**").

1. Prior Agreement. Upon execution of this Agreement, the Memorandum of Agreement titled "2022 MOU In-Person Minimums" negotiated in 2022 will be rescinded. The 2022 Memorandum of Agreement is attached hereto as **Exhibit 1**.
2. Proration. Any employee who regularly works a schedule of fewer than forty (40) hours per week will only be required to work in the office at the same hourly ratio as a regular full-time employee who is working under a telecommuting agreement and reporting to the office 3 (three) days a week. For example, a part-time employee who works twenty (20) hours per week would only need to work twelve (12) hours in office per week.
3. Alternative Work Schedules. Employees who are assigned to work a 4/10 or 9/80 schedule will be required to work in the office no more than five (5) days during the pay period.
4. Sick Days and other Leaves. When employees use sick leave, or any other approved leaves on what is a scheduled "in office" day(s) under their approved telecommuting agreement, they will not be required to make up such sick day(s) in office.
5. Seattle Public Utilities Contact Center Exemption. The City will exempt the employees in the SPU Contact Center from any in-office minimum requirement, subject to the limitations listed below. The Parties acknowledge that the City has the sole discretion to reassess and rescind the exemption if it determines that in-office work will improve efficiency, work productivity, or any other management prerogative outlined in respective collective bargaining agreements.

- a. At the City's sole discretion, Contact Center employees may be required to commute into City designated facilities as business needs require.
 - b. Any employee subject to this exemption is required to live within a reasonable distance of the Seattle Municipal Tower ("SMT"), or other work locations as determined by the City. For purposes of this section, a "reasonable distance" is defined as a distance that permits the employee to travel to the designated City facility, assuming inconsequential traffic, within three (3) hours of notification by the City.
6. Space Planning. Where possible, as determined by the City, employees will be provided a cubicle no smaller than seven (7) feet by seven (7) feet in size. For employees not provided with a cubicle under the terms of this Agreement, the City will provide a secure place for employees to store personal belongings throughout the workday.
 - a. Moreover, the Parties agree to convene a meeting to discuss space planning and adequate workspaces for employees. The first meeting will convene no later than 90 calendar days from the date of execution this Agreement. The Parties agree to continue meeting as needed to discuss this issue throughout the duration if this Agreement.
7. Disputes. Should any dispute(s) related to this Agreement arise that are common among numerous signatory unions, either of the Parties may call for a joint meeting in writing to discuss the dispute(s) and use best efforts to resolve it as soon as possible. Where the joint meeting is unsuccessful in resolving the issue(s), or the issue involves an individual Union and therefore not appropriate for a joint meeting, then such dispute related to this Agreement may be resolved through the respective signatory Union's CBA grievance procedures.
8. Duration. This Agreement will remain in effect until January 1, 2026, and may be reopened by mutual agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City of Seattle and the Unions as of the Effective Date.

City of Seattle:



Chase Munroe
Interim Director of Labor Relations

Date: 02/10/2025

Signatory Unions:



Steven Pray, Union Representative
PROTEC17

Date: 02/10/2025



Suzette Dickerson, Senior Staff Representative
AFSCME Council 2, AFL-CIO

Date: 02/11/2025



Gillian Burlingham, Business Representative
IBEW Local 46

Date: 02/11/2025




Jen Clayton, President
Seattle Dispatchers' Guild

Date: 02/10/2025



Shannon Sanchez, Union Representative
Teamsters Local Union No. 117

Date: 02/10/2025



Mary Keefe, VP, Sr. Business Agent
Teamsters Local Union No. 763

Date: _____

**PROTEC17, IBEW Local 77, AFCSME Council 2, IBEW Local 46 (Unions)
And The City of Seattle
In-office Minimums Bargaining**

The purpose of this agreement is to resolve the demands to bargain submitted by the above-listed unions in response to the Mayor's announcement of his intent to institute in-office weekly minimums for all City employees. Upon signature of this agreement by the parties, the obligation to bargain will have been met and the bargaining completed. Nothing in this agreement will prohibit the parties from negotiating over the subject of telework, including the provisions below, during subsequent negotiations for a new collective bargaining agreement.

General Provisions. Telecommuting will continue to be implemented as a practical work management alternative when it benefits the City of Seattle in 1 or more of the following ways: A. Improves employee effectiveness, productivity and morale; B. Maximizes utilization of City of Seattle office facilities; C. Reduces absenteeism; D. Promotes employee health and wellness; E. Improves employee recruitment and retention of a talented and diverse workforce; F. Improves air quality and reduce traffic congestion; G. Enhances the working life and opportunities of persons with disabilities; H. Provides an effective reasonable accommodation for employees who are entitled to one under the law; and I. Other reasons as defined by the appointing authority.

1. This agreement becomes effective November 1, 2022, at which point the previously announced in-office minimums will go into effect. However, Appointing Authorities shall have the ability to temporarily delay the effective date by up to one (1) calendar month if there is a significant business need or an employee or unit requests temporary flexibility, provided the requested flexibility does not impair the department's operations. The appropriateness of the type and amount of Telework suitable for employees is a determination that continues to be reserved for department management. Supervisory decisions as to type and frequency of Telework participation, will be made on an individual, case-by-case basis, determined by the nature of the

position, job requirements, and mission criteria, and shall involve a deliberative process as outlined in the City's existing AWA guidelines.

2. What constitutes a day "in office" may be less than a full regular shift in a city designated facility and shall be left to the discretion of the Appointing Authorities or designees based on the business needs of the Department. Whether an employee is entitled to compensation during mid-shift commuting time is to be determined under applicable wage and hour laws and is not intended to be addressed by the parties in this Agreement.
3. "In office" definition will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.
4. Where there are in-office weekly minimums the minimums may be met based on an average within pay period, but only with management approval.
5. Telework may be appropriate and should be considered in instances of requests for reasonable accommodations by employees who are entitled to reasonable accommodations under the law. The determination as to whether telework is an effective, reasonable accommodation should be made through a flexible "interactive process", and ultimately the employer gets to choose among various effective accommodation options, if any. General guidelines and/or telework limits shall not be an absolute bar to allowing additional teleworks days in the context of a reasonable accommodation, absent undue hardship.

6. SPU Contact Center Exemption: The City shall exempt the employees in the SPU Contact Center from any in-office minimum requirement, in acknowledgement of the substantial expense compliance would cause that department to incur, subject to the limitations listed below. The parties acknowledge that SPU management has the sole discretion to reassess and rescind the exemption if they determine that in-office work will improve operations.
- Subject to management’s sole discretion, employees in the Contact Center may be allowed to telework more than three (3) days a week but may be required to commute into City designated facilities as business need requires.
 - In order meet the expectation above, any employee subject to this exemption shall live within a reasonable distance of the SMT, or other work locations as determined by the City. For purposes of this section, “reasonable distance” is defined as a distance that permits the employee to travel to the designated City, assuming inconsequential traffic, facility within three (3) hours of notification by management.
7. Departments shall have the discretion to exempt work units from any in-office minimum requirements if one or more of the following criteria are met: (1) There is more than a de minimis cost savings to the City; (2) There is more than a de minimis improvement on retention and/or recruitment; (3) There is more than a de minimis objectively measurable improvement to productivity and efficiency. Any exemption determined under this provision shall be subject to the same limitations in Article 6 above and shall

