

**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

not be subject to the grievance procedure in the applicable collective bargaining agreement.

The City will consult with the relevant Union(s) when either party identifies a work unit that meets one or more of the criteria above in order to discuss the exemption.

FOR THE CITY OF SEATTLE



09/20/2022

Shaun Van Eyk,  
Labor Relations Director

Date

SIGNATORY UNIONS



09/20/2022

Mark Watson, Union Rep.  
PROTEC17

Date



09/26/2022

Tracie Champion, Union Rep.  
WSCCCE Locals 21, 21C, 21Z

Date



09/22/2022

Gillian Burlingham, Business Rep.  
IBEW Local 46

Date



09/20/2022

Steve Kovac, Business Rep.  
IBEW, Local 77

Date