AGREEMENT BETWEEN THE CITY OF SEATTLE AND PROTEC17

Whereas PROTEC17 ("Union") filed a Grievance on behalf of employees in PROTEC17's executive branch bargaining units in the City of Seattle ("City") related to the interpretation of section 19.29 (Telecommuting) within the Main CBA and section 25.4 of the Strategic Advisors and Managers CBA.

Whereas the Parties (PROTEC17 and the City) now wish to resolve their dispute and agree as follows:

- 1. PROTEC17 will withdraw grievance #25-16 (4-hour in office).
- 2. The City agrees that for employees in PROTEC17's executive branch bargaining units at the City of Seattle, when reporting to a primary worksite is required by an "in office" weekly minimum policy, four-hours in the office shall be sufficient to count as an "in-office" day.
- 3. The parties agree that managers can require employees to work in the office for longer than four hours when circumstances require an employee's physical presence in the office, i.e. if there is an in-person conference, meeting, team retreat; or a customer/executive request for a face-to-face discussion; or a job task that cannot be performed from a remote workspace. In addition, managers have discretion to require longer than four-hour in-office days when an employee has been notified in writing of performance deficiencies and management has a reasonable belief that in-person observation and evaluation of the employee's performance would promote performance improvement.
- 4. The parties agree that individual managers can decide whether employees can satisfy the in-office requirement based on a cumulative total of hours over a week. i.e. if an employee can satisfy the requirement by working three 4- hour in office days, they may instead work in-office 8 hours one day, and 4 hours another day within the week instead of 4 hours three different days.
- 5. The four-hour in-office minimum shall not excuse employees from the expectation to fulfill their professional responsibilities, satisfactorily complete assigned job tasks, and accurately complete their timesheets to reflect actual hours worked. For overtime-exempt employees, the 4-hour in-office minimum shall not be interpreted to allow part-time work. Overtime-exempt employees must continue to comply with SMC 4.20.320(B)(2) and other applicable absence management policies and procedures. Commute time shall not be considered compensatory unless otherwise required by law or as otherwise provided within the CBA.
- 6. Per the CBA, the Parties will split equally any arbitrator cancellation fee.
- 7. Nothing in this agreement constitutes an admission by PROTEC17 that a CBA was not violated or an admission by the City that a CBA was violated.

	PROTEC17	CITY	OF SEATTLE
By:		Ву:	Chul-
	Kristen Kussmann, General Counsel		Chase Munroe, Interim Labor
	PROTEC17		Director Seattle Dept. of Human Resources
	Date signed: <u>9/3/2025</u>		Date signed: <u>9/3/2025</u>

This is non-precedent-setting and does not establish a practice.

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