

CITY OF SEATTLE
ORDINANCE 126378
COUNCIL BILL 120102

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local 77 to be effective January 23, 2021 to January 22, 2023; amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to Seattle City Light for 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, a collective bargaining agreement between The City of Seattle (City) and the International Brotherhood of Electrical Workers Local 77 expired on January 22, 2021; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local 77 continued to work after January 22, 2021, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other conditions of employment between the City and the International Brotherhood of Electrical Workers Local 77; 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 to execute a collective bargaining agreement with the International Brotherhood of Electrical Workers Local 77, effective January 23, 2021 through January 22, 2023, substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between City of Seattle and the Seattle City Light Department And the International Brotherhood of Electrical Workers Local 77.”

1 Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in
2 2021, but for which insufficient appropriations were made due to causes that could not
3 reasonably have been foreseen at the time of the making of the 2021 Budget, appropriations for
4 the following items in the 2021 Budget are increased from the funds shown, as follows:

5

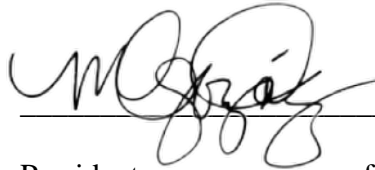
Item	Department	Fund	Budget Summary Level/BCL Code	Amount
2.1	Seattle City Light	Light Fund (41000)	Transmission and Distribution O&M (BO-CL-T)	\$6,385,138
2.2	Seattle City Light	Light Fund (41000)	Generation Operations and Engineering O&M (BO-CL-G)	\$751,193
2.3	Seattle City Light	Light Fund (41000)	Power System Operations and Asset Management O&M (BO-CL-E)	\$375,596
Total				\$7,511,927

6 Funding in future years will be appropriated through the annual budget process.

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

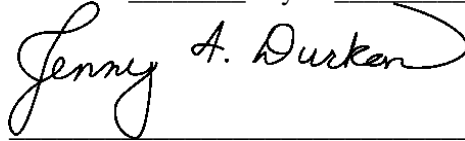
1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by a 3/4 vote of all the members of the City Council the 21st day of
5 June, 2021, and signed by me in open session in authentication of its
6 passage this 21st day of June, 2021.

7 

8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 25th day of June, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 25th day of June, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – Memorandum of Understanding By and Between City of Seattle and the Seattle
18 City Light Department And the International Brotherhood of Electrical Workers Local 77

Memorandum of Understanding
By and Between

City of Seattle
and the
Seattle City Light Department
And the
International Brotherhood of Electrical Workers
Local 77

Effective January 23, 2021 through January 22, 2023

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, Seattle City Light, hereinafter referred to as City Light, and the International Brotherhood of Electrical Workers Local 77, hereinafter referred to as the Union. Collectively they shall be known as the Parties.

It is understood and agreed by and between the Parties that all the terms and conditions of the Collective Bargaining Agreement, currently in effect from January 23, 2017 through January 22, 2021 shall be extended to provide for a new contract period from January 23, 2021 through January 22, 2023 except for the following changes:

1. WAGES/COMPENSATION:

- a) Effective January 23, 2021, the base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to two-point-five percent (2.5%).
- b) Effective January 23, 2021, a one-time base wage rate market increase equal to ten percent (10%) shall be applied to titles enumerated in the “Market Adjustment Titles List” (Attachment A).
- c) Effective January 23, 2021, the wages for the Cable Splicer and Electrician Constructor classifications shall be increased to the corresponding Lineworker classification rates of pay for parity.
- d) Effective January 23, 2022, the base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June over June method consistent with “Article 17 Wage Rates” in the current agreement. However, this percentage increase shall not be less than one-and-a-half percent (1.5%) nor shall it exceed four percent (4%).

2. HEALTHCARE BENEFITS:

The Parties agree that for the period of January 23, 2021 through January 22, 2023, healthcare benefits shall remain status quo as identified in Article 12 of the current Collective Bargaining Agreement.

3. MEMORANDUMS of UNDERSTANDING:

- a) The terms of all amending memoranda of understanding, memoranda of agreement, and letters of agreement identified in the current Collective Bargaining Agreement which would have expired as of January 22, 2021, and any subsequent memoranda or letters signed between the Parties since the last round of negotiations that may not be identified in the agreement, shall be extended for the period of January 23, 2021 through January 22, 2023.
- b) The Parties have *previously* agreed during the last round of negotiations that Section 39.3 of the Collective Bargaining Agreement shall be amended to state, “Power Structure Mechanic Crew Chiefs shall be considered working crew chiefs and permitted to use tools” in accordance with the memorandum of understanding regarding “Power Dispatcher/Power Structure Mechanics” dated April 4, 2008.
- c) The Parties agree to the attached Memorandum of Understanding titled “The City of Seattle, City Light, and The International Brotherhood of Electrical Workers, Local 77 Regarding Crew Chiefs Assigned to Inspect Overhead Contract Crew Work” (Attachment B).

4. BEREAVEMENT LEAVE:

The Parties agree to amend Section 12.2 of the current collective bargaining agreement as follows – 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, or 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.

5. COMPENSATORY TIME LANGUAGE CLEAN-UP:

- a) The Parties agree to amend Section 15.5.6 of the current collective bargaining agreement by striking language as follows – Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment with the City Light Department. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title. ~~Employees with more than 64 hours of compensatory time shall be cashed out for all hours over 64 by April 1st 2015.~~

6. CALL-OUT PAY:

- a) The Parties agree to amend Section 16.1.3 of the current collective bargaining agreement as follows – Employees shall receive an amount not less than the equal of four (4) hours of straight time pay each time called out from their homes at times other than regular working hours. They shall be paid the overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified as defined in 16.1.1, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight-time pay. Crew Chiefs will call crews as soon as practical. City Light and the Union will work together in the implementation of technology to automate the call-out process in the future.

7. CORRECTION OF PAYROLL ERRORS:

- a) The Parties agree to establish a new Section 26.8 of the current collective bargaining agreement as follows:

Correction of Payroll Errors – In the event Management has been notified there has been an error in employee’s paycheck, and the error is not in dispute, an underpayment shall be corrected within two (2) pay periods. Corrections not made within two pay periods shall be paid by separate check within two days of not receiving such payment and at the request of said employee and, upon written notice, an overpayment shall be corrected as follows:

- A. If the overpayment involved only one (1) paycheck;
 1. By payroll deductions spread over two (2) pay periods; or
 2. By payments from the employee spread over two (2) 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 the employee's 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.

E. Delays in correcting payroll errors shall be resolved through the contractual Labor Management process.

8. BIDDING:

- a) The Parties agree to amend Section 32.3 of the current collective bargaining agreement as follows – Employees in Station Construction and Maintenance work units shall have the right to bid vacancies in a stations core group by seniority as described in Section 28.14. Vacancies within stations cores will first be bid within their respective headquarters, then to the remaining headquarters prior to being offered as part of a classification headquarters bid. Requests to be considered for these assignments will be made via e-mail. Concerns over station assignments will be addressed through Joint Labor Management Committee (JLMC).

9. BOUNDARY SCHEDULES:

- a) The Parties agree to amend Section 36.20 of the current collective bargaining agreement as follows – The work schedule for Boundary electrical crew shall be 7 a.m. through 3:30 p.m., Monday through Friday, except as modified by the Alternative Work Schedule Agreement.

10. HYDRO MAINTENANCE WORKER CREW STRUCTURE:

- a) The Parties agree to establish a new Section 36.27 of the current collective bargaining agreement as follows – Hydro Maintenance Workers shall be supervised by the Power Structure Mechanic Crew Chief.
- b) The Parties agree to establish a new Section 36.27.1 of the current collective bargaining agreement as follows – The Power Structure Mechanic Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class, special assignment) shall be replaced. When the Hydro Maintenance Crew consists of three (3) or more Hydro Maintenance Workers, one of them shall be paid at the Power Structure Mechanic

Crew Chief rate of pay. When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers, one (1) shall be paid as a Hydro Maintenance Worker II and the requirement for supervision is satisfied.

- c) The Parties agree to establish a new Section 36.27.2 of the current collective bargaining agreement as follows – When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers and one (1) or more is conducting work in accordance with Section 36.11 of this agreement, one (1) Hydro Maintenance Worker of that crew shall be paid as a Power Structure Mechanic Crew Chief.

11. IBEW CODE OF EXCELLENCE LABOR MANAGEMENT PARTNERSHIP AND INTEREST BASED BARGAINING:

- a) The Union, the City, and City Light agree to discuss the training and incorporation of the principles of an IBEW/City Light Code of Excellence into City Light's practices and procedures. This subcommittee will consist of both Management and the Union.
- b) The Union, the City, and City Light agree to engage in Interest-Based Bargaining (IBB) when renegotiating this agreement prior to the expiration of this extension. All parties shall attend IBB training together in preparation for these negotiations. This training should occur prior to December 31, 2021, and the trainer shall be jointly agreed to.

12. POWER DISPATCHER WAGE STUDY:

- a) The Parties agree to the following regarding a Power Dispatcher Wage Study – Within 6 months of full execution of this agreement, the Union, the City, and City Light agree to conduct a Wage Study of the Power Dispatcher classification series. The wage study shall include comparable utilities with similar control center responsibilities. The Union, the City, and City Light shall mutually agree to utilities that are determined to be comparable. By mutual agreement and upon completion of the wage study, the parties agree to initiate negotiations regarding the impacts of the study. The Union, the City, and City Light further agree that any agreed upon wage increases as a result of this study to the titles included in this classification series shall be retroactively effective to January 23, 2021.

13. REOPENERS:

- a) The Parties agree to a reopener on impacts associated with the Affordable Care Act (ACA).

Signed this _____ day of _____ 2021

Executed under this Authority of
Ordinance _____

THE CITY OF SEATTLE:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 77:

NAME, Jenny Durkan

Rex Habner, Business Manager

CITY LIGHT:

SEATTLE HUMAN RESOURCES:

Debra Smith, General Manager

Richard Groff, Labor Negotiator

ATTACHMENT A – Market Adjustment Titles List:

<u>JOB CODE</u>	<u>DESCRIPTION</u>
97578	Lnwkr
97609	Lnwkr Aprn
97610	Lnwkr Pre-Aprn
97587	Lnwkr, Transmission
80553	Lnwkr-Asg Pwrline Clearance
93503	Lnwrkr CC-Asg Locator
93506	Lnwrkr-Asg Locator
96418	Line C CC
80548	Line CC-Asg C Coord
62113	Trans Line CC
63110	Elctn-Con
63000	Elctn-Con Aprn
63150	Elctn-Con CC
80526	Elctn-Con-(OI)
63119	Elctn-Con-In Tempchg
80525	Elctn-Con-Wkg CC
93502	Elec-Con CC-Asg Crew Coord
93508	Elec-Con Core CC
80527	Elec-Con(OI)Wkg CC-C Coord
97290	Cblspl Aprn
80544	Cblspl CC-Asg C Coord
93501	Cblspl CC-Asg Locator
97337	Cblspl CC-Net Area
97336	Cblspl CC-Non Net (Incum)
97316	Cblspl Hlpr-Net Area
97309	Cblspl Hlpr-Non-Net (Incum)
93500	Cblspl-Asg Locator
80539	Cblspl-Jrnywkr In Chg
93504	Cblspl-Jrnywkr In Chg-Asg PT
93505	Cblspl-Jrnywkr In Chg-Asg VT
97299	Cblspl-Net Area
97298	Cblspl-Non Net Area (Incum)
50577	Prot&Cntrl Elctn CC
50575	Prot&Cntrl Elctn I
50576	Prot&Cntrl Elctn II
50578	Prot&Cntrl Elctn-In chg
50527	Elecl Work Rev CC
80549	Jrnywkr In Chg
51021	Pwrline Clear Coord
80529	Elctn-Con wkg CC ASG C Coord
63118	Elecl-Con-Test/Trans Repair
97321	Jrnywkr In Chg – Powerhouse

23533	Craft Instructor-Apprenticeship
23532	Craft Instructor-Apprenticeship (Line Crew Chief)
23531	Craft Instructor-Apprenticeship (PACE Crew Chief)

ATTACHMENT B – Memorandum of Understanding:

Memorandum of Understanding
By and Between
The City of Seattle, Seattle City Light
And
The International Brotherhood of Electrical Workers, Local 77
Regarding Crew Chiefs assigned to inspect Overhead Contract Crew Work

This Memorandum of Understanding (“MOU”) is made and entered between the City of Seattle (“City”), City Light (“City Light”), and the International Brotherhood of Electrical Workers (IBEW) Local 77 (“Union”) (collectively the “Parties”). The parties’ signatory hereto agree to the following:

1. This MOU applies to Line Crew Chiefs, inspecting work performed by line contract crews.
2. Four (4) regular Line Crew Chiefs will inspect contract line crew work. Line Crew Chiefs inspecting line contract crew work will report to the same Supervisor for their work assignments.
3. City Light and the Union shall meet twice a year, or as needed, to discuss contract crew work and associated inspection staffing. Issues arising from this MOU shall be referred for discussion during these meetings.
4. Line Crew Chiefs inspecting contract line crew work will be removed from their current workgroup on the call-out list. They shall be listed in their own workgroup on the call-out list. These Line Crew Chief positions will not be assigned any City Light line crews unless in cases of emergency or prior to contractors being called in to do work.
5. The Line Crew Chiefs inspecting contract line crew work will coordinate with contract line crews to inspect work per Article 26.6 of the Collective Bargaining Agreement.
6. Seniority for Line Crew Chief and Line Crew Chief assigned Crew Coordinator is combined time between the Line Crew Chief and Line Crew Chief assigned Crew Coordinator as of the date of ratification.
7. Initial placement of the four (4) vacant Line Crew Chief positions shall be offered to Line Crew Chiefs and Line Crew Chief Assigned Crew Coordinators by combined seniority. Thereafter, vacant Line Crew Chief positions shall be filled using a competitive selection process.
8. This agreement may only be amended by mutual agreement of all of the Parties.