

CITY OF SEATTLE
ORDINANCE 126620
COUNCIL BILL 120357

AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between the City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 to be effective January 1, 2021 to December 31, 2022; and ratifying and confirming certain prior acts.

WHEREAS, a collective bargaining agreement between The City of Seattle (City) and the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit expired on December 31, 2020; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit continued to work after expiration of their agreement during collective bargaining, on condition that the subject of their wages continue to be negotiated; and

WHEREAS, collective bargaining has led to a tentative agreement concerning wages, benefits, and other conditions of employment between the City and the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit; 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 memorandum of understanding with the International Brotherhood of Electrical Workers Local Union No. 77, effective January 1, 2021 to December 31, 2022, 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 City Light Department and the International Brotherhood of Electrical

1 Workers Local Union No. 77 Power Marketers Unit,” after the agreement has been ratified by
2 union membership.

3 Section 2. Any act consistent with the authority of this ordinance taken prior to its
4 effective date is ratified and confirmed.

1 Section 3. 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 5th day of July, 2022,
5 and signed by me in open session in authentication of its passage this 5th day of
6 July, 2022.

7 
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 11th day of July, 2022.

10 
11 Bruce A. Harrell, Mayor

12 Filed by me this 11th day of July, 2022.

13 
14 Elizabeth M. Adkisson, Interim City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – Memorandum of Understanding By and Between City of Seattle and the City Light
18 Department and the International Brotherhood of Electrical Workers Local Union No. 77 Power
19 Marketers Unit
20

Memorandum of Understanding

By and Between

City of Seattle
and the
Seattle City Light Department
and the
International Brotherhood of Electrical Workers
Local Union No. 77
Power Marketers Unit

Effective January 1, 2021 through December 31, 2022

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 1, 2017 through December 31, 2020 shall be extended to provide for a new contract period from January 1, 2021 through December 31, 2022 except for the following changes:

1. WAGES/COMPENSATION:

- a) Effective January 1, 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%). Additionally, this percentage increase shall also be applied to the minimum and maximum pay range of the Power Marketers-BU.
- b) Effective January 1, 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 18 Wages” 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%). Additionally, this percentage increase shall also be applied to the minimum and maximum pay range of the Power Marketers-BU.

2. HEALTHCARE BENEFITS:

The Parties agree that for the period of January 1, 2021 through December 31, 2022, healthcare benefits shall remain status quo as identified in Article 15 of the current Collective Bargaining Agreement.

3. BEREAVEMENT/FUNERAL LEAVE:

The City agrees to the following proposal from the Union:

The Parties agree to amend Section 14.1 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.

4. UNION MEMBERSHIP and DUES:

The Parties agree to add the following language to Article 3 of the collective bargaining agreement:

3.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.

3.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.

3.8 New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employees:

- a) Name
- b) Home address
- c) Personal phone
- d) Personal email (if a member offers)
- e) Job classification and title
- f) Department and division
- g) Work location
- h) Date of hire
- i) Hourly or salary (FLSA) status
- j) Compensation rate

3.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as [Employee ID Number], who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

3.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.

3.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during the parties Labor Management Committee meeting and shall not be subject to the grievance procedure set forth in t this collective bargaining agreement.

5. ARTICLE 6 – GRIEVANCE PROCEDURE:

The City *agrees* to adding language regarding a Reclassification Grievance Procedure that would be in line with our other City bargaining agreements containing such language as proposed by the Union on August 3, 2021 and again on September 8, 2021.

6. SECTION 7.3 – UNION REPRESENTATIVES:

The City agree Union agree to amend the following language regarding Section 7.3 of the collective bargaining agreement:

If an employee is required to attend a meeting the employee reasonably believes could lead to [discipline] or discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the department within a reasonable period of time. The employee will be allowed reasonable time to secure representation.

7. SHIFT VACANCIES AND HIRING:

The City agrees to move the topic of Shift Vacancies and Hiring to the JLMC process for discussion, upon request of the Union. The purpose of these discussions will be to provide transparency and information regarding these topics. The City and City Light do not concede any Management Right regarding these topics and such JLMC discussions will not be for the purposes of negotiation.

8. SECTION 18.11 – SALES REVENUE REWARD PLAN/WORKPLACE CULTURE:

The City agrees to move discussions regarding the Sales Revenue Reward Plan and Workplace Culture to a separate Joint Labor Management Committee meeting. These meetings shall be informational in nature and will not constitute binding negotiations. The discussions and information obtained by both parties shall be the appropriate subject of negotiations for a successor agreement consecutive to this one.

9. SECTION 18.10 – WAGE REVIEWS:

The City and Union agree to amend the following language regarding Section 18.10 of the collective bargaining agreement:

City Light shall ~~review~~ conduct a Wage Review annually of the Power Marketers-BU and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following criterion ~~and as set forth in the City's Salary Placement Authorization Form (SPAF):~~

- A. Learning Curve/Level of Contribution
- B. Job Size/Body of Work
- C. External Market Data/Recruitment/Retention
- D. Internal Equity/Alignment

10. REOPENERS:

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

11. SUBCOMMITTEES:

Upon full execution of this agreement, the Parties hereby agree to start the process of addressing the following items (11.a, 11.b, 11.c, and 11.d below) in Joint Labor Management Sub-Committees with the understanding that "Article 5-Labor-Management Committee" of the agreement by and between the City of Seattle, Seattle City Light, and the International Brotherhood of Electrical Workers Local 77 shall apply. It is further agreed that items 11.a, 11.b, 11.c, and 11.d below will be discussed in good faith by both Parties in an effort to form agreement on the issues. Compensation and wages of individual employees are subject to Article 18 of the collective bargaining agreement and shall not be the subject of good faith discussions regarding items 11.a, 11.b, 11.c, and 11.d. below:

- a) Internal pay equity of the Power Marketers-BU.
- b) Progression of Power Marketers through the Power Marketers-BU Pay Band.
- c) Audit and alignment of work history included for the purposes of calculating relevant Power Marketing experience.
- d) Timelines for the completion of Power Marketer-BU Performance Evaluations and the associated impacts of any delays in the completion of such evaluations.

12. PERFORMANCE EVALUATIONS:

The City and Union agree to amend the following language regarding Section 4.3 of the collective bargaining agreement:

The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable [*and applied equitably*].

Signed this _____ day of _____ 2022

Executed under this Authority of
Ordinance _____

THE CITY OF SEATTLE:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 77:

Bruce Harrell, Mayor

Rex Habner, Business Manager

CITY LIGHT:

SEATTLE HUMAN RESOURCES:

Debra Smith, General Manager

Richard Groff, Labor Negotiator