

CITY OF SEATTLE
ORDINANCE 126565
COUNCIL BILL 120298

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 77 Signal Electricians to be effective January 23, 2021 to January 22, 2023; 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 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 during collective bargaining, on condition that the subject of their wages continued to be negotiated; 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 memorandum of understanding with the International Brotherhood of Electrical Workers Local 77, effective January 23, 2021 to 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. Any act consistent with the authority of this ordinance taken prior to its
2 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 19th day of April, 2022,
5 and signed by me in open session in authentication of its passage this 19th day of
6 April, 2022.

7 
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 2nd day of May, 2022.

10 
11 Bruce A. Harrell, Mayor

12 Filed by me this 2nd day of May, 2022.

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
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Memorandum of Understanding
By and Between

City of Seattle
and the
Seattle Department of Transportation
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 Department of Transportation, hereinafter referred to as SDOT, 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, 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 23 Rates of Pay" 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.

4. BEREAVEMENT LEAVE:

The Parties agree to amend Section 9.9 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. CREW STRUCTURES, COMPENSATORY TIME, and OVERTIME:

The City and Union agree to the following items and language:

Upon full execution of this agreement, the Parties hereby agree to start the process of addressing the following items (5.a, 5.b, and, 5.c below) in Joint Labor Management Committees with the understanding that "Article 5-Joint Labor Management" of the agreement by and between the City of Seattle, Seattle Department of Transportation, and the International Brotherhood of Electrical Workers Local 77 shall apply. It is further agreed that items 5.a, 5.b, and, 5.c below will be resolved through good faith negotiations by both Parties prior to the expiration of the term of this agreement. Other than the existing elements already included in the collective bargaining agreement, compensation will not be the subject of good faith negotiations to resolve items 5.a, 5.b, and, 5.c below.

- a) Restructuring of crews to increase the ratio of Signal Electricians assigned to a Crew Chief to more accurately reflect the body of work and context of the collective bargaining agreement.
- b) Clarification of overtime assignments for Signal Electricians when there exists a shared jurisdiction of work (e.g., Crew Chiefs).

- c) Clarification of compensatory time accumulation practices for Signal Electricians.

6. REOPENERS:

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

7. SIGNAL ELECTRICIAN WAGE EVALUATION:

The Parties agree to the following regarding a Signal Electrician Wage Evaluation.

Within six (6) months of full execution of this agreement, the Union, the City, and SDOT agree to evaluate the wages of Signal Electrician classification series. This evaluation shall include comparable organizations with similar responsibilities as the Signal Electrician classifications at SDOT. The Union, the City, and SDOT shall mutually agree to organizations that are determined to be comparable. This evaluation shall also include analysis of the "Signal Electrician V" rate of pay structure. The parties agree that the information garnered from the evaluation will be a subject of the next round of negotiations.

8. HOLIDAYS:

The Parties agree to the addition of Juneteenth and Indigenous Peoples' Day (2nd Monday in October) as paid City holidays and shall be added to Article 11 of the collective bargaining agreement.

9. IMSA TRAINING:

Within six months of full execution of this agreement, SDOT shall provide training and testing opportunities for all members within the bargaining unit to become IMSA Level I certified. Beginning 12 months after IMSA Level I certification all members of the bargaining unit shall be provided training and testing opportunities to become IMSA Level II certified.

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

DEPT. OF TRANSPORTATION:

Kristen Simpson, Interim Director

SEATTLE HUMAN RESOURCES:

Richard Groff, Labor Negotiator