

CITY OF SEATTLE
ORDINANCE 126697
COUNCIL BILL 120447

AN ORDINANCE relating to City employment; authorizing the execution of two memoranda of understanding between the City of Seattle certain City unions; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (“the City”) has identified a need to increase pay for HVAC Technicians to recruit and retain qualified staff; and

WHEREAS, the City and the International Union of Operating Engineers Local 302 entered into negotiations and came to an agreement on a new rate of pay for HVAC Technicians; and

WHEREAS, the City identified a need for a Signal Electrician Apprentice; and

WHEREAS the City and the International Brotherhood of Electrical Workers, Local 77 entered into negotiations and came to an agreement on pay and other working conditions for the Signal Electrician job title within the Signal Electrician Apprentice program; 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 Union of Operating Engineers Local 302, substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between The City of Seattle and the International Union of Operating Engineers Local 302.”

Section 2. 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

1 understanding with the International Brotherhood of Electrical Workers Local 77, substantially
2 in the form attached to this ordinance as Attachment 2 and identified as “Memorandum of
3 Understanding By and Between The City of Seattle and The International Brotherhood of
4 Electrical Workers, Local 77 Regarding the Signal Electrician Apprenticeship Program in the
5 Seattle Department of Transportation.”

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

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

Passed by the City Council the 1st day of November, 2022,
and signed by me in open session in authentication of its passage this 1st day of
November, 2022.




President Pro Tem of the City Council

☒ Approved / ☐ returned unsigned / ☐ vetoed this 3rd day of November, 2022.



Bruce A. Harrell, Mayor

Filed by me this 3rd day of November, 2022.



Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 – Memorandum of Understanding By and Between The City of Seattle and the International Union of Operating Engineers Local 302
Attachment 2 – Memorandum of Understanding By and Between The City of Seattle and The International Brotherhood of Electrical Workers, Local 77 Regarding the Signal Electrician Apprenticeship Program in the Seattle Department of Transportation

Memorandum of Understanding

By and Between

The City of Seattle

And the International Union of Operating Engineers Local 302

This Memorandum of Understanding (hereinafter called "Memorandum" or "MOU") is entered into between the City of Seattle ("City"), and the International Union of Operating Engineers Local 302 ("Union").

WHEREAS the City of Seattle operates the Seattle Center grounds and employs Operating Engineers, also known as HVAC Technicians (City classification "HVAC Tech – SC"), to provide engineering services to Seattle Center's 74-acre campus, and

WHEREAS the current pay rate has created barriers to recruitment and retention of HVAC Techs-SC;

Therefore, the parties stipulate and agree to the following pay rate increase of 5.68% as shown below, effective September 14, 2022.

HVAC Technicians will retain the same step that they are currently in with this change (i.e. if one HVAC Technician was at Step 2 on September 14, that employee would remain at Step 2 in the new range).

Step One	Step Two	Step Three
\$47.46	\$49.39	\$51.35

This agreement does not alter the Union's rights under the City Wage Study MOU signed by the parties on November 8, 2018.

Dated this ____ day of _____ 2022.

Bruce Harrell, Mayor

Robert Nellams, Seattle Center Director

Tom Shelton, Union Business Agent

Sascha Sprinkle, SHR Labor Negotiator

**Memorandum of Understanding
By and Between
The City of Seattle
and
The International Brotherhood of Electrical Workers, Local 77
Regarding the Signal Electrician Apprenticeship Program
in the Seattle Department of Transportation**

This Memorandum of Understanding (MOU) is supplemental to the collective bargaining agreement by and between the City of Seattle (City) and the International Brotherhood of Electrical Workers Local 77 (Union), (collectively, the Parties).

- A. The City and the Union are party to a collective bargaining agreement (CBA) that sets forth wages, hours, and other terms and conditions of employment for employees in the Transportation bargaining unit at the Seattle Department of Transportation (SDOT).
- B. The Parties agree to add the title of Signal Electrician Apprentice to the classification series listed in Appendix A of the collective bargaining agreement.
- C. The City at its discretion may appoint individuals into the Signal Electrician Apprentice classification under the following conditions:
 - 1. Probationary and trial service periods shall be as provided in City Personnel Rules 4.1 and/or 4.2 as amended.
 - 2. Employees serving a probationary period, may be separated from employment without just cause and without appeal. Employees who previously held a permanent position within the City of Seattle immediately prior to participating in a City of Seattle Pre-Apprenticeship or the Signal Electrician Apprenticeship program, may revert to their previous City of Seattle classification, should a vacancy exist, if they are unable to complete the Apprenticeship program.
 - 3. Time spent in a Pre-Apprentice classification shall not count towards completion of any Signal Electrician Apprenticeship program requirements, and such time shall not count towards progression to the next pay step of the Signal Electrician Apprentice classification.
 - 4. Upon appointment to the Signal Electrician, Apprentice classification the terms of employment for such employees, including discipline and discharge shall be as provided by the collective bargaining agreement between the City and the Union. Dismissal from the Apprenticeship Program by the Apprenticeship Committee may, depending on the circumstances, result in separation from employment without the right of appeal.
 - 5. Employees appointed to the Signal Electrician classification from a regular City position, shall enter the classification at the next closest pay step to the step currently being received. Such step placement shall not result in a loss of pay. If the step the employee received prior to appointment to the Signal Electrician, Apprentice classification exceeds the top step of the Signal Electrician, Apprentice classification, and the employee is already a Journey level electrical worker at the City of Seattle prior to apprenticeship appointment, the pay will be based on the closest Signal Electrician Journeyman rate. If the step the employee

received prior to appointment to the Signal Electrician, Apprentice classification exceeds the top step of the Signal Electrician, Apprentice classification, and the employee is not already a Journey level electrical worker at the City of Seattle prior to the apprenticeship appointment, the pay will be set to the highest step in the apprenticeship. Those persons starting at other than the first step of the Signal Electrician, Apprentice classification, or the Journey level example described above, shall remain at that current rate (other than cost of living increases) until such time as their progress through the Apprenticeship Program will result in a wage increase. For those at the Journeyman rate, this rate would increase at the successful completion of the Apprenticeship.

6. A Signal Electrician, Apprentice who passes the journey level exam and satisfactorily completes the requirements for the Signal Electrician, Apprentice Program shall be granted journey level classification and status as a Signal Electrician effective the first day following such successful completion. This section does not guarantee any employment right beyond that of any other employee in the bargaining unit.
7. In cases where two (2) or more Apprentices complete the program simultaneously, the following criteria shall be used to break ties in service credit, in the following descending order:
 - a. Service credit in the Signal Electrician, Apprentice classification.
 - b. Length of service in the Department of Transportation.
 - c. Examination score.
 - d. Length of service with the City of Seattle.
 - e. Such other criteria as established by the Labor Management Committee, in the event that there is still a tie between two or more employees for the same specific purpose.

D. The Parties agree that the provider of SDOT's Signal Electrician Apprenticeship Program shall be the City of Seattle, Joint Apprenticeship Training Committee (JATC) (Committee) and will comply with the Washington State Apprenticeship Training Standards of the State of Washington Labor and Industries Apprenticeship and Training Council.

E. The Parties further agree to be subject to and abide by Apprenticeship Program Standards (Standards) adopted by the Committee including wage and benefit standards or requirements for the Signal Electrician Apprenticeship Standards. The Committee shall meet regularly and review the progress of Signal Electrician Apprentices. The Committee shall review evaluations and may require an Apprentice to appear before the Committee. The Committee shall make recommendations on step increases, extension of the apprenticeship program, discipline, and termination of the Apprentice agreement.

F. The Parties agree to the following progressive wage scale for the Signal Electrician Apprentice classifications based on the pay rate of the Journey-Level Signal Electrician classification:


Signal Electrician Apprentice Classification		
Step	Hours	Percent of Journey Rate

1	0 - 6 months	67%
2	7 - 12 months	73%
3	13 - 18 months	77%
4	19 - 24 months	83%
5	25 - 30 months	89%
6	31 - 36 months	95%

- G. Employees shall be eligible for step progression pursuant to the provisions of the Apprenticeship Program Standards and as provided herein.
- H. This MOU shall become effective upon date of adoption by the Seattle City Council.
- I. The effective date of the Signal Electrician Apprentice classifications and their associated wage rates shall be the first day of the first pay period following adoption by the Seattle City Council.

For IBEW Local 77:

For the City of Seattle:


Steve Kovac
Union Representative

Bruce Harrell, Mayor

Jason Snyder, Labor Negotiator

Executed under the authority of Ordinance _____