

Ordinance No. 123240

Council Bill No. 116789

AN ORDINANCE relating to City employment; authorizing the Mayor to sign two memoranda of understanding between the City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 authorizing wages, benefits and other conditions of employment for January 1, 2009 through December 31, 2011, and establishing a 2010 furlough program; and ratifying and confirming prior acts.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *J. F. ...*
Councilmember

Committee Action:

Do pass - JG, NL, MOB

2-8-10 Passed 8-0 (Excused: Conlin)

CF No. _____

Date Introduced:	<u>2-1-10</u>	
Date 1st Referred:	To: (committee)	
<u>2-1-10</u>	<u>Finance and Budget</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>2-8-10</u>	<u>8-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>2-9-10</u>	<u>2-12-10</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>
<u>2-12-10</u>		F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

1 substantially in the form attached to this ordinance as Attachment 1 and identified as
2 “Memorandum of Understanding by and between the City of Seattle and International
3 Association of Machinists and Aerospace Workers, Local 79 Amendment to the Collective
4 Bargaining Agreement That Was Effective January 1, 2006 through December 31, 2008.”

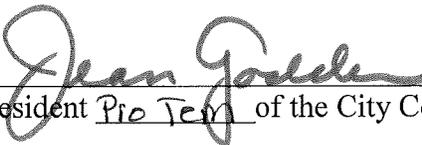
5 Section 2. As requested by the Personnel Director and recommended by the Mayor, the
6 Mayor is authorized on behalf of the City of Seattle to sign the memorandum of understanding
7 between the City and the International Association of Machinists and Aerospace Workers,
8 District Lodge 160, Local 79, substantially in the form attached to this ordinance as Attachment
9 2 and identified as “Memorandum of Understanding by and between the City of Seattle and
10 International Association of Machinists and Aerospace Workers, District Lodge 160, Local
11 Lodge 79.”
12

13 Section 3. Any act consistent with the authority and prior to the effective date of this
14 ordinance is hereby ratified and confirmed.
15

16 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
17 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
18 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
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2 Passed by the City Council the 8th day of February, 2010, and
3 signed by me in open session in authentication of its passage this
4 8th day of February, 2010.

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7 
8 President Pro Tem of the City Council

9 Approved by me this 10th day of February, 2010

10
11 
12 Michael McGinn, Mayor

13 Filed by me this 12th day of February, 2010.

14
15 
16 City Clerk

17 (Seal)

18
19 Attachments:

20
21 Attachment 1: Memorandum of Understanding by and between the City of Seattle and
22 International Association of Machinists and Aerospace Workers, Local 79 Amendment to the
23 Collective Bargaining Agreement That Was Effective January 1, 2006 through December 31,
24 2008

25 Attachment 2: Memorandum of Understanding by and between the City of Seattle and
26 International Association of Machinists and Aerospace Workers, District Lodge 160, Local
27 Lodge 79



MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF SEATTLE

and the

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL 79**

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT THAT WAS
EFFECTIVE JANUARY 1, 2006, THROUGH DECEMBER 31, 2008**

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Association of Machinists (IAM), Local 79, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

1. All of the terms and conditions of the Labor Agreement by and between the City and the Union expiring December 31, 2008, shall be extended for the period from January 1, 2009 through December 31, 2011, except as expressly modified herein. The terms of all amending memoranda of understanding and the letters of agreement, which expired as of December 31, 2008, shall also be extended for this period.
2. The City agrees to pay to its employees, and the Union agrees that its members employed by the City will accept, the wage scales for the various classifications set forth and contained in Schedule "A" of this Memorandum of Understanding. The base wage rates **effective on January 7, 2009**, as set forth in Schedule "A", attached hereto, reflect a percentage increase of six point two percent (6.2%) above the rates in effect on December 26, 2007. This percentage increase is equal to 100% of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100) as published by the Bureau of Labor Statistics.
3. The base wage rates **effective on January 6, 2010**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2008 over the same index for June 2009; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), covering the period June 2008 – June 2009 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.



4. The base wage rates **effective on January 5, 2011**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2009 over the same index for June 2010; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2009 – June 2010 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.
5. In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

Signed this _____ day of _____ 2010.

THE CITY OF SEATTLE
Executed under Authority
of Ordinance _____

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS, LOCAL 79

Michael McGinn
Mayor

Don Hursey
Managing Union Representative

Attachment: Schedule "A"/Attachment 1



INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 160, LOCAL 79

SCHEDULE A

A.1. Hourly Rates of Pay Effective January 7, 2009

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelec Maint Mach	33.67	34.77	35.88	37.38				
Hydroelec Maint Mach Aprn	25.42	26.91	28.41	29.90	31.40	32.89	34.39	35.88
Hydroelec Maint Mach CC	40.33	41.62	43.36					
Mach Spec	24.34	25.40	26.44					
Mach,Jrnywkr In Charge	42.07							
Stat Mach CC	33.17	34.42	35.78					
Stat Maint Mach	28.95	30.18						
Stat Maint Mach,Sr	30.74	32.06						
Wtr Meter Repairer	23.74	24.72	25.66					
Wtr Meter Repairer,Sr	24.59	25.54	26.60					
Wtrworks Maint Spec,Sr-MU	26.03	27.04	28.11					
Wtrworks Maint Spec- MU	24.61	25.54	26.56					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:



- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary.



MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

And

International Association of Machinists and Aerospace Workers, District Lodge 160, Local
Lodge 79

This Memorandum of Understanding ("MOU") is entered into between the City of Seattle ("City") and the Union ("IAMAW, Local 79") signatory to this MOU Collectively, the City and the Union shall be known as "the Parties."

The Parties agree to amend their collective bargaining agreement to incorporate the following terms and conditions:

I. 2010 Furloughs

- 1) Scope. All employees who are members of the union signatory to this Agreement shall participate in furloughs, except for certain employees whose job titles and positions the Parties have identified as exceptions. The Parties shall convene a labor-management meeting prior to the first furlough in order to reach agreement on exceptions or alternatives to Schedule A or B.

Scheduled furlough days may not be cancelled or rescheduled except in the event of an emergency with the approval of the Mayor's Office. If this occurs the employee shall schedule a different furlough day in the same or subsequent pay period in which the furlough occurs on the day before or after their weekend. Work performed on the previously scheduled furlough day shall not be paid overtime except as required by applicable collective bargaining agreement or the FLSA.

- 2) Total Furlough Hours. Full-time employees subject to furloughs shall each take a number of unpaid furlough days totaling eighty (80) hours (or a pro-rated equivalent for part-time employees) in 2010.
- 3) Scheduling of Furlough Days. Scheduling of furlough days shall be determined by the City on a department or work unit basis, and will be according to operational need. Employees will be assigned furlough dates in 2010 on either Schedule A or Schedule B, as scheduled by their departments, to equal a total of eighty (80) hours (pro-rated for part-time employees). Employees on alternative schedules shall schedule furlough days in order to equal a total of eighty (80) hours (e.g., employees on 4/10s shall take eight (8) furlough days of ten (10) hours each). For employees on alternative work schedules

Attachment 2 to ORD



whose regular day off falls on a furlough day, furloughs shall be scheduled during the same payroll week in which the furlough occurs, with the department head's approval.

Schedule A

Friday, January 15, 2010
Friday, February 12, 2010
Friday, March 12, 2010
Friday, April 9, 2010
Friday, May 28, 2010
Friday, July 2, 2010
Friday, August 6, 2010
Friday, September 3, 2010
Friday, October 8, 2010
Thursday, December 23, 2010

Schedule B

Tuesday, January 19, 2010
Tuesday, February 16, 2010
Monday March 15, 2010
Monday, April 12, 2010
Tuesday, June 1, 2010
Tuesday, July 6, 2010
Monday, August 9, 2010
Tuesday, September 7, 2010
Monday, October 11, 2010
Monday, December 27, 2010

- 4) Leave Accrual. Furlough days will accrue sick leave and vacation time. However, furlough hours may not count towards the hours thresholds used to determine vacation accrual rates. The value of such accrued leave will either be accrued as earned or will be loaded into employees' leave balances by the end of 2010.
- 5) Holidays. Furlough hours will not affect employee holiday pay or holiday benefits.
- 6) Personal Holidays. Furlough hours will count towards the hours threshold used to determine the number of personal holidays received.
- 7) Wage Exemption. Employees whose pay is less than eighteen dollars (\$18.00) an hour may opt to use paid vacation, personal holidays, or compensatory time during their absence for a furlough day.
- 8) Retirement. The City and employees will not make contributions into the retirement system for furlough days, nor will employees receive service credit for retirement for furlough days.

An employee assigned to a work group subject to furloughs who plans to retire by December 31, 2012, shall be permitted to use vacation or compensatory time on furlough dates, provided he or she submits a written notice of intent to retire to his or her Human Resources unit no later than December 31, 2010. Should such employee not retire by December 31, 2012, the employee shall return payment for the leave used on furlough days to the City either by pay or deduction of equivalent vacation or compensatory hours.
- 9) Health Insurance and Other Benefits. Medical, dental, vision and any other insured benefits coverage shall not be impacted by the furloughs.
- 10) Personnel Processes. Furloughs will not count as a break in service and shall not impact seniority, step placement, probationary periods and trial service periods.

Attachment 2 to ORD



11) Temporary Employees and Volunteers. Temporary employees and volunteers shall not be assigned to perform work to cover the time loss associated with furloughs.

12) The Parties will use their labor-management committees as a forum for discussion and resolution of implementation issues associated with furloughs.

II. Contracting Out and Span of Control. The City agrees to convene labor-management meetings with the union signatory to this Agreement to review the City's 2010 budgetary process relating to contracting out and span of control issues. One purpose of the City's review is intended to reduce or eliminate the practice of contracting out of work that can be performed by the City employees to further reduce the need for employee layoffs or reductions of work hours.

III. Reinstatement and Project Hire. The length of time an employee may remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010 shall increase from one (1) year to two (2) years. The length of time that an employee may participate in Project Hire for an employee laid off in 2009 or 2010 shall increase from one (1) year to two (2) years.

IV. Other Terms and Conditions.

- 1) The Parties may reopen and negotiate the terms of this MOU by mutual agreement.
- 2) To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- 3) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
- 4) It is the intent of this agreement to mitigate layoffs of Local 79 union members signatory to this agreement.

SIGNED this _____ day of _____ 2009.

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE

Michael McGinn,
Mayor

Mark M. McDermott
Personnel Director

David Bracilano
Labor Relations Director

Attachment 2 to ORD



FOR THE UNION

Melody Coffman, Business Representative
IAMAW, Local 79

Don Hursey, Managing Business
Representative
IAMAW District 160

Attachment 2 to ORD

Page 4 of 4

Memorandum of Understanding
IAMAW, Local 79



FILED
CITY OF SEATTLE

2010 MAR 24 PM 12:17

CITY CLERK

MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL 79

AMMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT THAT WAS
EFFECTIVE JANUARY 1, 2006, THROUGH DECEMBER 31, 2008

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Association of Machinists (IAM), Local 79, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

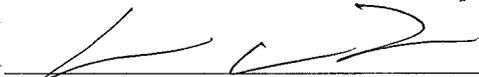
1. All of the terms and conditions of the Labor Agreement by and between the City and the Union expiring December 31, 2008, shall be extended for the period from January 1, 2009 through December 31, 2011, except as expressly modified herein. The terms of all amending memoranda of understanding and the letters of agreement, which expired as of December 31, 2008, shall also be extended for this period.
2. The City agrees to pay to its employees, and the Union agrees that its members employed by the City will accept, the wage scales for the various classifications set forth and contained in Schedule "A" of this Memorandum of Understanding. The base wage rates **effective on January 7, 2009**, as set forth in Schedule "A", attached hereto, reflect a percentage increase of six point two percent (6.2%) above the rates in effect on December 26, 2007. This percentage increase is equal to 100% of the percentage increase in the Seattle-Tacoma area Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100) as published by the Bureau of Labor Statistics.
3. The base wage rates **effective on January 6, 2010**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2008 over the same index for June 2009; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), covering the period June 2008 – June 2009 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

4. The base wage rates **effective on January 5, 2011**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2009 over the same index for June 2010; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2009 – June 2010 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.
5. In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

Signed this 22nd day of March 2010.

THE CITY OF SEATTLE
Executed under Authority
of Ordinance 123240

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS, LOCAL 79



Michael McGinn
Mayor



Don Hursey
Managing Union Representative

Attachment: Schedule "A"/Attachment 1

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 160, LOCAL 79

SCHEDULE A

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The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
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The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary.

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Amy Williams/32651

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the Mayor to sign two memoranda of understanding between the City of Seattle and the International Brotherhood of Machinists and Aerospace Workers, District Lodge 160, Local 79 authorizing wages, benefits and other conditions of employment for January 1, 2009 through December 31, 2011, and establishing a 2010 furlough program; and ratifying and confirming prior acts.

• **Summary of the Legislation:**

This legislation authorizes a memorandum of understanding (MOU) for a three-year extension of the collective bargaining agreement between the City of Seattle and the International Brotherhood of Machinists and Aerospace Workers, District Lodge 160, Local 79 ("Local 79") that expired on December 31, 2008. It also authorizes a MOU between the City and Local 79 that establishes a furlough program in 2010.

The first MOU between the City and Local 79 provides that all conditions of employment expressed in the collective bargaining agreement that expired December 31, 2008 shall be extended through December 31, 2011. Such conditions of employment include an annual cost of living increase based on the Seattle-Tacoma-Bremerton Area Consumer Price Index for June over June of the previous year, with a minimum increase of 2% and a maximum increase of 7% (this increase shall be 6.2% in 2009, 2% in 2010, and is projected to be 2% in 2011). Health care cost sharing shall continue as agreed upon in the previous contract; the City will pay up to 7% of annual healthcare cost increases, with premium sharing of additional increases at 85% for the City and 15% for employees once the Rate Stabilization Fund has been exhausted. All other benefits and conditions of employment from the agreement that expired December 31, 2008 shall be maintained through December 31, 2011.

The second MOU between the City and Local 79 establishes a furlough program for 2010. The furlough program will consist of 80 hours of unpaid time per employee in 2010, pro-rated for part-time employees. In most cases, furlough dates will be scheduled on alternating days so that departments will remain open for business. Certain employees, such as those making less than \$18.00 per hour or those planning on retiring by the end of 2012, may opt to use paid time off on furlough days. Employees will receive the same benefits on furlough days that they would receive while taking paid leave, including accrual of sick and vacation leave, retention of holiday pay and benefits, and continuation of personnel processes (furloughs will not count as a break in service and will not affect seniority, step placement, or length of trial service or probationary periods). However, neither the City or employees will make contributions to the Retirement System for furlough time, nor will employees receive retirement service credit for unpaid



furlough time. The memorandum of understanding also provides a forum through which Local 79 and the City jointly review contracting out processes and identify span of control issues, in addition to extending the period of time from one year to two years that an employee may participate in the "Project Hire" job placement program and/or remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

Local 79 bargained a separate, four-year contract outside of the Coalition of City Unions that began in 2005 and ended in 2008. The City and Local 79 entered into negotiations on a new contract in late 2008. The parties also began discussions of furloughs as part of contract negotiations in early 2009, and came to a tentative agreement on both a contract extension and furloughs in November of 2009. This legislation includes both of the resulting MOUs.

- *Please check one of the following:*

This legislation does not have any financial implications. *(Stop here and delete the remainder of this document prior to saving and printing.)*

This legislation has financial implications. *(Please complete all relevant sections that follow.)*

Labor Relations developed the estimates below to approximate the 2009-11 costs of ratifying the contract extension. Costs for 2009 and 2010 were included in the development of the 2009-2010 biennial budget, and no new appropriation authority is being requested.

Local 79 members' base wages will increase by 6.2% in 2009, and are projected to increase by 2% in 2010, and 2% in 2011. The aggregate cost of wages for members is estimated to grow from \$2.6 million in 2008 to \$2.9 million in 2011.

The savings from employee furloughs was included in the aggregate number provided in Council Bill 116695. This action, coupled with the furlough program for non-represented employees (Council Bill 116696), will result in an estimated General Fund savings of \$6.5 million and non-General Fund savings of \$11.6 million.

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

Without ratification of this legislation, Local 79 members will continue to receive wages that became effective on December 26, 2007.

- **Does this legislation affect any departments besides the originating department?** • *If so,*



please list the affected department(s), the nature of the impact (financial, operational, etc.), and indicate which staff members in the other department(s) are aware of this Bill.

This legislation affects City Light, Seattle Public Utilities (SPU), and Fleets and Facilities (FFD), with financial impacts for both the contract extension and the furlough program. Operational impacts of the furlough program will be minimized to the greatest extent possible. Department contacts are Patsy Taylor for City Light, Valerie Heide Mudra for SPU, and Galen Mauden for FFD.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

None.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No.

- **Other Issues** *(including long-term implications of the legislation):*

None.

- **List attachments to the fiscal note below:** *(Please include headers with version numbers on all attachments, as well footers with the document's name (e.g., DOF Property Tax Fisc Att A)*

N/A





City of Seattle

Michael McGinn, Mayor

Office of the Mayor

January 19, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes two memoranda of understanding between the City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereafter, "Local 79"). This legislation affects approximately 33 regular City employees.

The first memorandum of understanding between the City and Local 79 authorizes the extension of the collective bargaining agreement that expired on December 31, 2008 through to December 31, 2011. Employees will receive cost of living increases for 2009, 2010, and 2011 as provided in their previous collective bargaining agreement based on 100% of the increase of the Seattle-Tacoma-Bremerton Consumer Price Index for June over June of the previous year, with a 2% minimum and a 7% maximum. All other benefits and conditions of employment from the agreement that expired December 31, 2008 shall be maintained through December 31, 2011.

The second memorandum of understanding establishes a furlough program for 2010 consistent with the program ratified by most unions in the Coalition of City Unions. Most employees will take 80 hours of furlough in 2010, prorated for part-time employees. Employees that declare their intent to retire in writing by the end of 2012 and those earning less than \$18.00 an hour may opt to use paid time off on furlough days. Employees will receive the same benefits on furlough days that they would receive while taking paid leave, except that retirement contributions will not be made nor will retirement service credit be earned for unpaid furlough time. The memorandum of understanding also extends the period of time that an employee may participate in the "Project Hire" job placement program and/or remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at (206) 684-7874 or Sarah Butler at (206) 684-7929.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McGinn".

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

And

International Association of Machinists and Aerospace Workers, District Lodge 160, Local
Lodge 79

This Memorandum of Understanding ("MOU") is entered into between the City of Seattle ("City") and the Union ("IAMAW, Local 79") signatory to this MOU Collectively, the City and the Union shall be known as "the Parties."

The Parties agree to amend their collective bargaining agreement to incorporate the following terms and conditions:

I. 2010 Furloughs

- 1) Scope. All employees who are members of the union signatory to this Agreement shall participate in furloughs, except for certain employees whose job titles and positions the Parties have identified as exceptions. The Parties shall convene a labor-management meeting prior to the first furlough in order to reach agreement on exceptions or alternatives to Schedule A or B.

Scheduled furlough days may not be cancelled or rescheduled except in the event of an emergency with the approval of the Mayor's Office. If this occurs the employee shall schedule a different furlough day in the same or subsequent pay period in which the furlough occurs on the day before or after their weekend. Work performed on the previously scheduled furlough day shall not be paid overtime except as required by applicable collective bargaining agreement or the FLSA.

- 2) Total Furlough Hours. Full-time employees subject to furloughs shall each take a number of unpaid furlough days totaling eighty (80) hours (or a pro-rated equivalent for part-time employees) in 2010.
- 3) Scheduling of Furlough Days. Scheduling of furlough days shall be determined by the City on a department or work unit basis, and will be according to operational need. Employees will be assigned furlough dates in 2010 on either Schedule A or Schedule B, as scheduled by their departments, to equal a total of eighty (80) hours (pro-rated for part-time employees). Employees on alternative schedules shall schedule furlough days in order to equal a total of eighty (80) hours (e.g., employees on 4/10s shall take eight (8) furlough days of ten (10) hours each). For employees on alternative work schedules whose regular day off falls on a furlough day, furloughs shall be scheduled during the same payroll week in which the furlough occurs, with the department head's approval.

Schedule A

Friday, January 15, 2010
Friday, February 12, 2010
Friday, March 12, 2010
Friday, April 9, 2010
Friday, May 28, 2010
Friday, July 2, 2010
Friday, August 6, 2010
Friday, September 3, 2010
Friday, October 8, 2010
Thursday, December 23, 2010

Schedule B

Tuesday, January 19, 2010
Tuesday, February 16, 2010
Monday March 15, 2010
Monday, April 12, 2010
Tuesday, June 1, 2010
Tuesday, July 6, 2010
Monday, August 9, 2010
Tuesday, September 7, 2010
Monday, October 11, 2010
Monday, December 27, 2010

- 4) Leave Accrual. Furlough days will accrue sick leave and vacation time. However, furlough hours may not count towards the hours thresholds used to determine vacation accrual rates. The value of such accrued leave will either be accrued as earned or will be loaded into employees' leave balances by the end of 2010.
- 5) Holidays. Furlough hours will not affect employee holiday pay or holiday benefits.
- 6) Personal Holidays. Furlough hours will count towards the hours threshold used to determine the number of personal holidays received.
- 7) Wage Exemption. Employees whose pay is less than eighteen dollars (\$18.00) an hour may opt to use paid vacation, personal holidays, or compensatory time during their absence for a furlough day.
- 8) Retirement. The City and employees will not make contributions into the retirement system for furlough days, nor will employees receive service credit for retirement for furlough days.

An employee assigned to a work group subject to furloughs who plans to retire by December 31, 2012, shall be permitted to use vacation or compensatory time on furlough dates, provided he or she submits a written notice of intent to retire to his or her Human Resources unit no later than December 31, 2010. Should such employee not retire by December 31, 2012, the employee shall return payment for the leave used on furlough days to the City either by pay or deduction of equivalent vacation or compensatory hours.
- 9) Health Insurance and Other Benefits. Medical, dental, vision and any other insured benefits coverage shall not be impacted by the furloughs.
- 10) Personnel Processes. Furloughs will not count as a break in service and shall not impact seniority, step placement, probationary periods and trial service periods.
- 11) Temporary Employees and Volunteers. Temporary employees and volunteers shall not be assigned to perform work to cover the time loss associated with furloughs.

12) The Parties will use their labor-management committees as a forum for discussion and resolution of implementation issues associated with furloughs.

II. Contracting Out and Span of Control. The City agrees to convene labor-management meetings with the union signatory to this Agreement to review the City's 2010 budgetary process relating to contracting out and span of control issues. One purpose of the City's review is intended to reduce or eliminate the practice of contracting out of work that can be performed by the City employees to further reduce the need for employee layoffs or reductions of work hours.

III. Reinstatement and Project Hire. The length of time an employee may remain on the reinstatement list for a position from which he or she was laid off in 2009 or 2010 shall increase from one (1) year to two (2) years. The length of time that an employee may participate in Project Hire for an employee laid off in 2009 or 2010 shall increase from one (1) year to two (2) years.

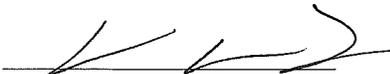
IV. Other Terms and Conditions.

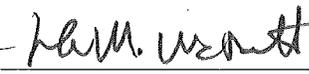
- 1) The Parties may reopen and negotiate the terms of this MOU by mutual agreement.
- 2) To the extent that collective bargaining agreements, City procedures, rules or guidelines conflict with this MOU, this MOU shall prevail.
- 3) Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.
- 4) It is the intent of this agreement to mitigate layoffs of Local 79 union members signatory to this agreement.

SIGNED this 23rd day of March 2010.

Executed under the Authority
of Ordinance No. 123240

FOR THE CITY OF SEATTLE


Michael McGinn,
Mayor


Mark M. McDermott
Personnel Director


David Bracilano
Labor Relations Director

FOR THE UNION

Melody Coffman
Melody Coffman, Business Representative
IAMAW, Local 79

Dan Morgan 3/25/10
Dan Morgan, Managing Business
Representative
IAMAW District 160

FILED
CITY OF SEATTLE
2010 APR -7 PM 2:29
CITY CLERK

123237

STATE OF WASHINGTON – KING COUNTY

--SS.

250761
CITY OF SEATTLE, CLERKS OFFICE

No. ORDINANCE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

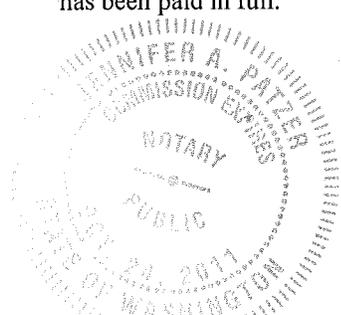
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123237-38,40&41

was published on

02/17/10

The amount of the fee charged for the foregoing publication is the sum of \$ 68.25, which amount has been paid in full.



[Handwritten signature]

Subscribed and sworn to before me on

02/17/10

[Handwritten signature]
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following resolutions, passed by the City Council on February 8, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123237

AN ORDINANCE related to the City's receipt of funds available from the American Recovery and Reinvestment Act of 2009; accepting funds from the Workforce Development Council of Seattle-King County allocated through the American Recovery and Reinvestment Act of 2009; authorizing the Mayor or his designee to execute related agreements; amending the 2010 Adopted Budget to increase appropriations for the Human Services Department; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

ORDINANCE NO. 123238

AN ORDINANCE accepting and authorizing the use of grant funds from the US Department of Justice (DOJ), Bureau of Justice Assistance; authorizing the Mayor or his designee to execute related agreements; increasing an appropriation in the 2010 Adopted Budget for the Police Department; all by a three-fourths vote of the City Council.

ORDINANCE NO. 123240

AN ORDINANCE relating to City employment; authorizing the Mayor to sign two memoranda of understanding between the City of Seattle and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 authorizing wages, benefits and other conditions of employment for January 1, 2009 through December 31, 2011, and establishing a 2010 furlough program; and ratifying and confirming prior acts.

ORDINANCE NO. 123241

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by the City Clerk
Date of publication in the Seattle Daily Journal of Commerce, February 17, 2010.

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