

FOR BOARD ACTION

Agenda Item # 7.b.

Meeting Date:

1/31/12

SUBJECT:

Settlement Agreement with the International Brotherhood of Electrical Workers (IBEW), Local 949

PREPARED BY:

Mark Kotschevar, Director of Core Services

ITEM DESCRIPTION:

Attached is a settlement agreement between the International Brotherhood of Electrical Workers ("IBEW"), Local 949 and the City of Rochester ("City") that resolves a grievance filed by the IBEW on behalf of one of its' members relating to the City's application of its' response time policy. This agreement is the outcome of a mediation session conducted on December 22, 2011.

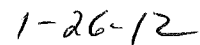
FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

Not Applicable

UTILITY BOARD ACTION REQUESTED:

Management recommends that the Utility Board make a motion to approve the settlement agreement between the City of Rochester ("City"), acting through its Public Utility Board, and International Brotherhood of Electrical Workers ("IBEW"), Local 949.


General Manager


Date

ROCHESTER PUBLIC UTILITIES

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the City of Rochester ("City"), acting through its Public Utility Board, and International Brotherhood of Electrical Workers Local 949 ("Union").

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement ("CBA") negotiated pursuant to the Public Employment Labor Relations Act, and ("Grievant") is a member of the bargaining unit represented by the Union; and

WHEREAS, on or about October 28, 2011, the Union filed a grievance on behalf of the Grievant alleging the City violated the CBA when it denied the Grievant's request to move to _____, Minnesota on the grounds said location does not meet the response time residency requirement for the Grievant's position as a _____ with Rochester Public Utilities; and

WHEREAS, the City denied the grievance on the grounds it has a management right to establish a response time residency requirement, the location where the Grievant desired to reside does not meet the response time residency requirement, and the grievance is not substantively arbitrable.

NOW, THEREFORE, parties hereby stipulate and agree as follows:

1. The City agrees the Grievant may reside at _____ Minnesota _____ and the City will not deem the Grievant in non-compliance with the response time residency requirement.
2. The Union expressly agrees and stipulates that the City's agreement as set forth in paragraph 1 does not constitute a precedent with respect to its response time residency requirement or its right to enforce the response time residency requirement.
3. This Settlement Agreement represents the complete and total agreement between the City and the Union regarding the response time grievance filed on behalf of _____.

FOR THE CITY OF ROCHESTER &
ROCHESTER UTILITY BOARD

FOR IBEW LOCAL 949:

Larry Koshie
Larry Koshie, General Manager

Rick Bartz
Rick Bartz, Business Representative

1/23/2012
Date

1/12/2012
Date