

REVISED

FOR BOARD ACTION

Agenda Item # 7.a.

Meeting Date:

1/31/12

SUBJECT:

Memorandum of Understanding between the City of Rochester and the International Brotherhood of Electrical Workers.

PREPARED BY:

Mark Kotschevar, Director of Core Services

ITEM DESCRIPTION:

The City of Rochester acting through its Utility Board, is party to a Collective Bargaining Agreement (CBA) with the International Brotherhood of Electrical Workers (IBEW), Local 949 for 2011 and is currently in the process of negotiating a new contract for 2012. During the interim it is the desire of Union and the City to enter into the attached Memorandum of Understanding which establishes a new ten hour rotating shift schedule for the Water Operators. The benefits of this change are noted below:

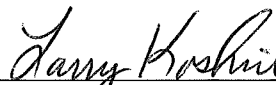
1). Increased Customer Service

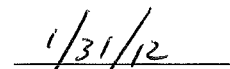
The current shift schedule has a Water Operator on duty from 7:00 AM thru 11:00 PM. We will be shifting from the 8 hour rotating shift to a 10 hour rotating shift. This will result in having an operator on duty from 5:00 AM thru 12:30 AM, allowing an additional 3.5 hours of coverage to handle customer questions/problems related to their water service or potential water main breaks. There is also a proposed 0.5 hour overlap in shifts to be used for shift change correspondence and training. In addition, two days of each week there will be two operators on the day shift to facilitate water sampling, rounds, and customer calls.

2). Employee Benefits

The current 3 person rotating shift results in each operator working 7 days on, 3 off, 7 nights on, 4 off. Working 7 straight days or nights tends to get long and results in the operators only having one weekend per month off. The new 4 person 10 hour shift results in 3 to 5 days/nights on, then 2 or 3 days off. The new schedule also gives each operator two weekends per month off. During the days of high pumpage it is typical to have the day operator come in 1-2 hours early in order to check tower levels and make sure the system is ready to handle the anticipated demand. Also the night operator is on stand-by after 11:00 PM to be called in for any alarms or system problems. These call-outs will be reduced with having an operator on shift from 5:00 AM thru 12:30 AM.

The additional Water Operator required to complete the 4 person rotation was approved by the Board and Council as part of the 2012 Water operating budget.


General Manager


Date

FOR BOARD ACTION

Agenda Item # 7.a.

Meeting Date:

1/31/12

UTILITY BOARD ACTION REQUESTED:

Management recommends that the Utility Board approve the attached Memorandum of Understanding between the City of Rochester Minnesota and the International Brotherhood of Electrical Workers, Local 949 and recommend that the Common Council approve and authorize the Mayor and City Clerk to execute the agreement.

General Manager

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCHESTER AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

TEN-HOUR WATER OPERATOR WORK SCHEDULE

The City of Rochester (Employer), acting through its Public Utility Board, and the International Brotherhood of Electrical Workers, (IBEW), Local 949, are parties to a Collective Bargaining Agreement (CBA) in effect from January 1, 2011 through December 31, 2011. By mutual consent of both parties, this CBA will remain in effect until another contract is fully executed.

For the following reasons, the Employer and IBEW have agreed to implement a new ten-hour work schedule for the water operators:

1. Increased coverage which aligns with RPU's commitment to providing excellent customer service. The current shift schedule has a water operator on duty from 7:00 a.m. through 11:00 p.m. Transitioning from an eight-hour to a ten-hour rotating shift will result in having operator coverage from 5:00 a.m. through 12:30 a.m., providing customers with an additional 3.5 hours of coverage. The 30 minute overlap in shift schedules will be used for communication updates and training. In addition, there will be two operators on duty two days during each week to facilitate water sampling, rounds, and customer calls.
2. Employee benefits will be enhanced as the current three-person rotating shift results in each operator working seven days on, three off, seven nights on, four off. Working seven straight shifts, over the long-term, impacts work/life balance and results in the operators having only one weekend per month off. The new schedule allows for three to five days/nights on then two or three days off and provides each operator with two weekends per month off. During the days of high pumpage, it is typical to have the day operator come in 1-2 hours early in order to check tower levels and make sure the system is ready to handle the anticipated demand. Also the night operator was previously on stand-by after 11:00 p.m. to respond to alarms or system problems. These call-outs and associated overtime will greatly be reduced with having an operator on shift from 5:00 a.m. through 12:30 a.m.

The following language will replace the existing Articles in the CBA upon execution of this MOU and will be added to the ratified 2012 Collective Bargaining Agreement:

Personnel Covered by the Ten-Hour Agreement

The positions covered by the ten-hour shift agreement will be the Core Services Water Operators working the proposed rotating shift. The Lead Water Operator will continue to work the work period identified in Article 14.

Summary of Intentions

It is the intention of Rochester Public Utilities/Core Services Management to work with the Union to resolve any unforeseen problems that may arise in administering the ten-hour shift schedule as covered by this Memorandum of Understanding.

ARTICLE 14 – WORK PERIOD

A. Work Week

2. Shift Employees

The ten-hour shift consists of a rotation of four (4) Water Operators working a combination of days and nights to equal 80 hours during each pay period.

B. Hours of Work

3. Shift Employees

The regular hours for all shift employees covered by this agreement shall be ten (10) continuous hours of work with shift changes scheduled as the day shift shall be 05:00 a.m. to 3:00 p.m. and the night shift shall be 2:30 p.m. to 12:30 a.m.

ARTICLE 16 -- PAY

- A. A shift premium of \$2.20 per hour will be paid for work performed by the water operators from 2:30 p.m. to 12:30 a.m.

ARTICLE 17 -- OVERTIME

All work performed in excess of ten (10) hours in any one day shall be considered overtime and shall be paid for at the appropriate overtime rate of one and one-half (1-1/2) times or two (2) times the regular hourly rate of pay.

ARTICLE 18 -- STANDBY

1. Maintenance and Construction – Water

Night-shift water operators will be paid one hour at straight time per night for being placed in standby status plus regular call-out- pay.

ARTICLE 21 -- VACATIONS

Paid leave shall be charged in the same increments as the work was scheduled, i.e., it shall take ten (10) hours of paid leave to cover a ten-hour shift. Used vacation leave shall be charged based on hours not days.

ARTICLE 22 -- HOLIDAYS

B. Holiday Procedure-Shift Employees

1. Water Operators who are required to work on one of the above designated holidays shall receive, in lieu of the holiday, pay at time and one-half in addition to their regular pay

for the first eight (8) hours worked and double time (2) for the remaining two (2) hours in the ten-hour period.

2. When a holiday falls on a regular shift worker's day off, such employee shall receive an additional eight (8) hours bank time, or in the case of a half holiday, four (4) hours bank time. Bank time may be taken off as follows:

- a. Bank time shall be treated in the same manner as vacation.

3. Water Operators shall observe scheduled holidays on the actual day they occur on the calendar. The employees will not receive more holiday benefits than those received by non-shift employees. An employee called in to work on a holiday shall receive equal compensation to an employee working a regularly scheduled shift on a holiday if he works an equal number of hours.

If scheduled to work a half holiday, the operator shall receive five (5) hours of straight time pay and five (5) hours of holiday overtime pay. If not scheduled to work, they shall receive four (4) hours of bank time.

ARTICLE 23 -- SICK LEAVE

C. Accrual

1. Eight (8) hours of sick leave shall be accrued for each calendar month of employment or major fraction thereof.

This Memorandum will expire on December 31, 2012 and constitutes full and complete understanding between the parties regarding this matter.

The parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

City of Rochester

IBEW, Local 949

Mayor

Business Representative

City Clerk

Date

Date

Rochester Public Utilities Board

President

Date



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, that the Common Council of the said City is requested to approve a Memorandum of Understanding for the International Brotherhood of Electrical Workers (IBEW), Local 949 Collective Bargaining Agreement and that the Common Council authorize the Mayor and the City Clerk to execute the agreement for:

Ten- Hour Shift Schedule for the Water Operators

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 31st day of January, 2012.

President

Secretary