

FOR BOARD ACTION

Agenda Item # 6

Meeting Date: 3/26/13

SUBJECT: 2013-2014 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local 949 (Outside Group)

PREPARED BY: Linda, Hillenbrand, Director of Human Resources

ITEM DESCRIPTION:

Attached are the recommended changes to be incorporated into the Collective Bargaining Agreement between the City of Rochester and the International Brotherhood of Electrical Workers (IBEW), Local 949, for 2012-2013.

Also attached is a Memorandum of Understanding between the City of Rochester and IBEW regarding Power Resource Division employee transfers.

FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

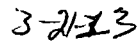
Not Applicable

UTILITY BOARD ACTION REQUESTED:

Management recommends that the Public Utility Board and the City Council approve a resolution authorizing the execution of the 2012-2013 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local 949, and the Memorandum of Understanding Between the City of Rochester and IBEW Power Resource Division Employee Transfers as presented, and authorize the Mayor and City Clerk to execute the agreements..



General Manager



Date

ROCHESTER PUBLIC UTILITIES

Attachment – IBEW CBA 2013-2014

1. Article 1, Agreement, revise the date to reflect January 2013.
2. Article 8, Term of Agreement, modify to reflect a two-year agreement for 2013 and 2014.
3. Article 11, Grievance Procedure, add definition of working days following the introductory paragraph:

A grievance is defined as a complaint raised by an employee against the Employer....

The definition of "working days" is defined in this Article as: The regular business hours of Rochester Public Utilities 8:00 a.m. – 5:00 p.m. Monday through Friday, excluding holidays.

3. Article 16, Pay, Section A, modify to reflect a 1.75% increase for 2013 and 2.0% increase for 2014; effective the first full pay period of each respective contract year. All other monetary adjustments made in the contract, as follow, will become effective upon receipt by the HR Department of a fully executed contract.
4. Article 16, Pay, Section F, delete the following language which is further clarified in the new proposed Section L:

Employees who are temporarily appointed or reassigned shall receive the rate of pay of that position for the entire period of the appointment. The rate of pay for employees who are temporarily appointed or reassigned shall be the greater of the employee's base rate of pay prior to the appointment or the lowest base rate of pay of any other employee currently holding such position. ~~Such temporary assignments for heavy crew foreman and lead lineworker shall be on the basis of the qualified individual on the crew with the greatest bargaining unit seniority.~~

5. Article 16, Pay, add a new section (K), which provides employees with a one-time, lump sum payment for obtaining desired certifications:

For the water operator and distribution worker positions, the following one-time, lump-sum payment will be provided for obtaining the Water Supply System Operator Certification:

<u>Class D to C</u>	<u>\$400</u>
<u>Class C to B</u>	<u>\$700</u>
<u>Class B to A</u>	<u>\$1000</u>

6. Article 16, Pay, add a new section (L) to clarify heavy crew foreman temporary assignment:

When five (5) or more lineworker-related classifications including Utility Equipment Operator are assigned by management to a project and working together, a temporary appointment to Heavy Crew Foreman pay shall be given to the Lead Lineworker I or II assigned the project. Only one (1) upgrade to Heavy Crew Foreman shall be given when multiple crews are assisting with the project. In the absence of a Lead Lineworker I or II, the senior 1st class Lineworker shall receive the Heavy Crew Foreman pay. When temporarily appointed to Heavy Crew Foreman compensation shall be for whole day increments. For unplanned work, temporary appointment to Heavy Crew Foreman may be given for all hours worked with approval from management.

7. Article 17, Overtime, Section E, add the following paragraph to Section E to allow for rest time:

Non-shift employees who perform planned work between the hours of 11:00 p.m. and 5:30 a.m., prior to the start of normal work period, shall be entitled to equal time off the start of the following work period with no loss in pay. In the event the employee is not allowed time off for rest at the beginning of the following work period, the employee shall continue at his/her regular rate of pay plus time and one-half pay until such time he/she is released for the rest time the employee is entitled to.

8. Article 17, Overtime, Section F, add language for clarification purposes:

F. A minimum of two (2) hours pay at overtime rate shall be allowed to all employees called back to work after having been released from the regular day's work. If an employee is re-released prior to the expiration of the two (2) hour call-back minimum, they may be subject to recall within the same two (2) hour period, without additional call-back compensation. All planned overtime worked within the two (2) hours prior to a normal work period shall be paid at the overtime rate for time worked until the start of the normal work period.

9. Article 21, Vacations, Section B, modify the vacation accrual table as follows:

<u>Years of Service</u>	<u>Vacation Allowed</u>
Less than 1 year	Prorated 80 hours
1 - 2 years	80 hours (10 days)
3 - 5 years	120 hours (15 days)
6 - 10 years	<u>152 hours (19 days)</u>
11 - 15 years	<u>176 hours (22 days)</u>
16 - 19 years	192 hours (24 days)
20 + years	200 hours (25 days)

10. Article 22 – Holidays, Section C/4, update with current job title:

Hourly employees working as ~~plant attendants~~ Auxiliary Operator but not promoted to that position, who have a regular day off on one (1) of the designated holidays, shall receive no additional time off.

11. Article 23 – Sick Leave, Section E – Unused Sick Leave, update to reflect a maximum payout cap for new employees hired after January 1, 2013 and to clarify a cash payout in the event of the death of an active employee:

For employees hired prior to January 1, 2013: When an employee ~~separates~~ terminates employment after ten (10) years of regular full-time or regular part-time employment with the City of Rochester, the City will convert forty percent (40%) of the employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

After ten (10) years of service, the dollar value of accumulated sick leave hours will be equal to forty percent (40%) of the total accumulated sick leave hours at the time of separation termination/retirement multiplied by the employee's hourly rate of pay at the time of separation termination/retirement. Regular part-time employees (those regularly scheduled for 20 to 39 hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty percent (40%) of their accumulated sick leave.

For employees hired on or after January 1, 2013: All employees who have accrued ten (10) or more continuous years of full-time or regular part-time service with the City, except those who are discharged for cause, shall be eligible to convert forty percent (40%) of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave balance. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

A HCSP is a tax-free savings account that can be used to... (same language).

In case of permanent disability of an active employee, as determined by PERA, an amount equal to one hundred percent (100%) of the unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred percent (100%) of the unused sick leave balance will be paid in cash (less required State and federal withholding) to the dependent(s). ~~deposited in a MSRS Health Care Savings Plan for the use of the dependent(s) as governed by MSRS rules.~~

12. Appendix A, Hourly Wages, update to reflect wage increases for 2013 and 2014 as noted above; the 2012 established wage rate for the water operator will be adjusted from \$29.72 to \$31.30 and the property maintenance worker classification will be adjusted from \$24.16 to \$27.00 (pre-general wage increase).

13. Appendix A, Medical Coverage, Section F, update as follows to reflect new rates for 2013:

Employee only health coverage cost sharing would be 5% of the cost for ~~2011~~ 2013. ~~For 2011 2013, the employee's cost per month is \$28.46~~ \$29.90 per month (~~$\$569.41 \times 5\% = \28.46~~) ($\$597.88 \times 5\% = \29.90).

Employee dependent health coverage cost sharing would be 15% of the cost for ~~2011~~ 2013. ~~For 2011 2013, the employee's cost is \$150.74~~ \$158.30 per month (~~$\$1,574.40 - \$569.41 = \$1,004.99 \times 15\% = \150.74~~) ($\$1653.12 - \$597.88 = \$1,055.24 \times 15\% = \158.30).

14. Memorandum of Understanding, Power Resource Division Employee Transfers, add the attached MOU to the contract which provides the RPU General Manager the authority to transfer bargaining unit employees from the Silver Lake Plant, who may be subject to layoffs as a result of the decommissioning process, to other vacant bargaining unit positions.

15. Agreed to other minor language clarifications and/or corrections.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCHESTER AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
POWER RESOURCE DIVISION EMPLOYEE TRANSFERS**

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) negotiated pursuant to the Public Employment Labor Relations Act.

In conjunction with the decommissioning of the Silver Lake Plant (Power Resources Division), the Employer acknowledges that a potential exists for employee layoffs ("affected employees"). The Employer wishes to consider the equivalent qualifications, work experience and performance of these affected employees in light of future employment vacancies at Rochester Public Utilities which may occur but which the affected employee(s) may not meet the exact minimum qualifications of the vacant position.

Therefore, when an employment vacancy occurs within the bargaining unit, a notification shall be posted on the Silver Lake Plant Union bulletin board for seven (7) working days. The notification shall include the job title/classification, hours, location, duties, pay, minimum qualifications and application process.

The General Manager of Rochester Public Utilities may transfer bargaining unit employees who may be displaced by the decommissioning of the Silver Lake Plant to vacant positions within the bargaining unit. He may waive the minimum qualifications of the vacant position to accommodate relevant work experience and performance of an affected employee. It is also intended the most able and qualified individuals be appointed to such vacant positions and that selections will take into account work attitude and performance records.

Qualifications and abilities will be determined by the General Manager through evaluation of the candidate's experience and training and/or Management may elect to utilize job related tests, such as oral, written or on the job examinations to determine qualifications and abilities. If such tests are to be utilized, it shall be so noted on the job posting bulletins, including a description of the types of test(s) to be utilized, the general area each test will cover, and the weight to be given the test results in the selection process. The Union Business Manager, or other authorized representative of the Union, may be present during testing sessions.

If no affected bargaining unit employee applies or is qualified, as determined by the General Manager, the position shall be posted within and outside of the bargaining unit.

This Memorandum governs to the extent it is inconsistent with the terms and conditions set for in the CBA. This MOU will expire on December 31, 2015 and constitutes a full and complete understanding between the parties regarding this matter.

The parties have caused this Memorandum to be executed by their duly authorized representatives on the dates indicated below. The MOU will become effective the date it is fully executed by all parties and received by the Human Resource Department for the City of Rochester.

City of Rochester

IBEW, Local 949

Rochester Public Utilities Board

Mayor

Business Representative

President

City Clerk

Date

Date

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 2013-2014 Collective Bargaining Agreement with IBEW, Outside Group, Local 949, and the City of Rochester Public Utility Board, and a Memorandum of Understanding with IBEW for Power Resource Division Employee Transfers, and that the Common Council authorize the Mayor and the City Clerk to execute the documents.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of March, 2013.

President

Secretary