



City of Grand Island

Tuesday, November 22, 2016

Council Session

Item G-4

#2016-286 - Approving MOU to the Labor Contract between the City of Grand Island and the IBEW Local 1597

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: November 22, 2016

Subject: Consideration of Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island (City) maintains a labor agreement with the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Utilities Department). Proposed changes to the labor agreement must be mutually agreed upon between the City and the Union.

Discussion

The proposed memorandum of understanding (MOU) to the labor contract would establish an alternating eight and twelve hour shift for the Power Dispatcher classifications. The intent of the change is to increase operational efficiency and provide better work-life balance. The change will be in effect for the remainder of the labor agreement ending on September 30, 2017. The shift will be continually monitored to ensure the change is mutually beneficial to both the City and the Union. Either party may terminate the MOU by providing a 45 day notice. The MOU addresses alterations to the labor agreement as indicated in bold face type. The remaining terms of the labor contract will remain unchanged for the duration of the contract. A proposed shift schedule is included for reference.

Alternatives

It appears the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.

4. Take no action on the issue.

Recommendation

The City Administration recommends approval of the Memorandum of Understanding to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit .

Sample Motion

Move to approve.

Attachment 1 - 12hour, 5-week Shift Schedule

EE	Week 1						Week 2						Week 3						Week 4						Week 5													
1				N	N	N	N				D	D	D		8-5	8-5	8-5	8-5			N	N	N				D	D	D	D								
2	D	D	D								N	N	N	N				D	D	D		8-5	8-5	8-5	8-5				N	N	N				D			
3	N	N	N				D	D	D	D								N	N	N	N				D	D	D		8-5	8-5	8-5	8-5						
4		8-5	8-5	8-5	8-5			N	N	N				D	D	D	D								N	N	N	N				D	D	D				
5				D	D	D		8-5	8-5	8-5	8-5				N	N	N				D	D	D	D					8-5	8-5	8-5	8-5			N	N	N	N
6		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5						
7		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5						

Sr. Dispatcher

Extra Dispatcher

Attachment 2 - 12hr, 6-week Shift Schedule

EE	Week 1						Week 2						Week 3						Week 4						Week 5						Week 6																			
1				N	N	N	N				D	D	D		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5			N	N	N				D	D	D	D														
2	D	D	D								N	N	N	N				D	D	D		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5			D	N	N	N				D									
3	N	N	N				D	D	D	D								N	N	N	N				D	D	D		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5												
4		8-5	8-5	8-5	8-5			N	N	N				D	D	D	D								N	N	N	N				D	D	D		8-5	8-5	8-5	8-5	8-5										
5		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5				N	N	N				D	D	D	D					8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5			D	D	D							
6				D	D	D		8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5			N	N	N				D	D	D	D					8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5			N	N	N	N
7		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5	8-5			8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5		8-5	8-5	8-5	8-5	8-5						

Sr. Dispatcher

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Grand Island, Nebraska (City), and the International Brotherhood of Electrical Workers Local 1597 (IBEW) sets forth terms and conditions agreed to by the parties as follows:

I.

The parties agree the present labor agreement (Labor Agreement) between the City and IBEW for those employees of the City's Utilities Department represented by the IBEW remains in effect for the period previously negotiated by the parties, that being through September 30, 2017.

The parties agree this MOU does not alter the terms of the Labor Agreement or make those terms subject to renegotiation before the expiration (September 30, 2017) without a separate written agreement between the parties memorializing such.

The parties agree this MOU only affects the provisions contained therein, temporarily alters certain provisions regarding work schedules as stated below, those alterations are of an experimental nature with the consent of the parties, will not result in the recalculation of wages for any position, and any permanent alterations will require a formal amendment of the Labor Agreement with approval of the parties.

II.

The terms of the MOU will be in effect for the remainder of the Labor Agreement ending on September 30, 2017.

III.

Either party may terminate the MOU with or without cause by providing written notice to the other party at least forty-five (45) days prior to the date of termination.

IV.

The following provisions of the Labor Agreement shall be altered for the period this MOU is in effect. Alterations pursuant to this MOU will be in *italics* and **bold** faced type. The alterations listed below are not of a permanent nature, are only in effect while the MOU is in effect, and do not make the

terms listed below or any of the terms contained in the Labor Agreement subject to renegotiation.

ARTICLE II - HOURS OF WORK

A. WORK DAY

The City shall establish the work day. The normal work day shall be from 8:00 a.m. to 5 p.m. The work day may vary according to the special requirements of any division or program. The City shall establish hours of work for shift duty. The hours of work shall be arranged in eight (8) hour periods.

The City shall establish an alternating eight (8) and twelve (12) hour work shift for the Power Dispatcher I and Power Dispatcher II classifications. The City shall further establish an alternating eight (8) and twelve (12) hour work shift for the Senior Power Dispatcher classification if necessary to cover open shifts.

B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall not include paid leave, holidays and vacation when calculating overtime.

Work schedules for employees scheduled to work alternating eight (8) and twelve (12) hour shifts shall be arranged to the greatest extent possible as:

- 1. Four (4) consecutive twelve (12) hour work days followed by;***
- 2. Three (3) consecutive days off followed by;***
- 3. Three (3) consecutive twelve (12) hour work days followed by;***
- 4. Two (2) consecutive days off followed by;***
- 5. Four (4) consecutive eight (8) hour work days followed by;***
- 6. Two (2) consecutive days off followed by;***
- 7. Three (3) consecutive twelve (12) hour work days followed by;***
- 8. Three (3) consecutive days off followed by;***

9. Four (4) consecutive twelve (12) hour work days followed by;
10. Seven (7) consecutive days off.

In the alternative and at the discretion of the City, alternating eight (8) and twelve (12) hour shifts may also be arranged as:

1. Four (4) consecutive twelve (12) hour work days followed by;
2. Three (3) consecutive days off followed by;
3. Three (3) consecutive twelve (12) hour work days followed by;
4. Two (2) consecutive days off followed by;
5. Five (5) consecutive eight (8) hour work days followed by;
6. Two (2) consecutive days off followed by;
7. Four (4) consecutive eight (8) hour work days followed by;
8. Two (2) consecutive days off followed by;
9. Three (3) consecutive twelve (12) hour work days followed by;
10. Three (3) consecutive days off followed by;
11. Four (4) consecutive twelve (12) hour work days followed by;
12. Seven (7) consecutive days off.

F. OVERTIME

All officially authorized work in excess of eight hours a day or forty hours a week or any non-scheduled work shall be designated overtime work for the purpose of compensation.

EMPLOYEES WORKING ALTERNATING EIGHT (8) AND TWELVE (12) HOUR SHIFTS:

All officially authorized work in excess of the scheduled eight (8) or twelve (12) hours a day or eighty (80) hours during a two (2) week pay period shall be compensated at the rate of one and one-half (1½) times the excess hours worked.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

In the event an employee is called to duty during a holiday that were not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

For employees working alternating eight (8) and twelve (12) hour shifts, the compensation for holidays which those employees did not work is eight (8) hours of regular pay.

For employees working alternating eight (8) and twelve (12) hour shifts, the credit for computing overtime pay for holidays which those employees did work is eight (8) hours.

Holidays will run from midnight to midnight for the calendar day the holiday falls on.

E. PERSONAL DAY

Personal Leave Days will be given to employees each year. Three personal leave days will be granted on October 1st and must be used by September 15th. ***Credit for each Personal Leave Day shall not exceed eight (8) hours regardless of the time length of the scheduled shift for any particular day.*** Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1.

For employees working alternating eight (8) and twelve (12) hour shifts, the compensation for the use of a Personal Day shall be eight (8) hours of regular pay.

ARTICLE IV - VACATIONS

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the department director or supervisor. Vacations may be granted at the time requested by the employee. While all eligible employees are encouraged to take two consecutive weeks of vacation each calendar year, when eligible, the City may grant shorter periods of vacation as needed or desired by employees.
2. Each employee shall take a minimum vacation of five consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

Employees working alternating eight (8) and twelve (12) hour shifts shall take a vacation of at least thirty-six (36) hours consisting of three (3) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

Appointing authorities shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice of a minimum of five work days and a maximum of as many consecutive days as said employee has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the Prime Vacation Schedule. The Prime Vacation Schedule shall be completed by all employees in the

affected job classification before the Secondary Vacation Schedule is initiated for that classification.

Employees working alternating eight (8) and twelve (12) hour shifts may make one (1) choice of a minimum of thirty-six (36) hours over three (3) consecutive days.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

ARTICLE V - MEDICAL LEAVE AND BEREAVEMENT LEAVE

G. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

For employees working alternating eight (8) and twelve (12) hour shifts, bereavement leave shall be granted to eligible employees for up to sixteen (16) hours per calendar year for non-immediate family members. Non-immediate family member shall mean, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to twenty four (24) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate

family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

V.

The parties agree this document constitutes the entirety of the terms and conditions of this MOU. This MOU shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

Date

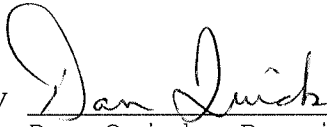
By

Marlan V. Ferguson
City Administrator

IBEW LOCAL 1597

11/10/16
Date

By



Dan Quick, President

RESOLUTION 2016-286

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the Internal Brotherhood of Electrical Workers (IBEW) Local 1597; and

WHEREAS, representatives of the City and IBEW, Local 1597 met to negotiate a labor memorandum of understanding; and

WHEREAS, the labor memorandum of understanding creates an alternative eight and twelve hour shift for the Power Dispatcher job classifications; and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Memorandum of Understanding by and between the City of Grand Island and the Internal Brotherhood of Electrical Workers (IBEW) Local 1597 for the period of November 22, 2016 through September 30, 2017.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 22, 2016.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2016	☐ City Attorney