

# Council Communication

## November 4, 2014, Business Meeting

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### Ratification of three-year labor contract with the Electrical Union, IBEW Local No. 659

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**FROM**

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**SUMMARY**

The existing three-year contract with the IBEW Electrical Union expired on June 30, 2014. After multiple bargaining sessions and engaging in Mediation, the bargaining teams were able to reach tentative agreement. The contract is a continuation of the existing agreement, with modifications as described below.

**BACKGROUND AND POLICY IMPLICATIONS:**

The current labor contract with the IBEW expired on June 30, 2014. The City reached tentative agreement with this bargaining group outlined below.

Previous Contract	New – Tentative Agreement
Less than 4 Years Service = 11 days More than 4, less than 14 = 16 days More than 14, less than 24 = 21 days 24+ years service = 26 days	<b>Change to Vacation Accrual Schedule</b> Less than 4 Years Service = 11 days More than 4, less than 9 years = 16 days More than 9, less than 14 = 18 days More than 14, less than 19 = 21 days More than 19, less than 24 = 23 days 24+ years service = 26 days
The previous contract required employees to use all accrued vacation within the year it was earned or forfeit the hours.	<b>Change to Vacation Accrual Limitations</b> Employee cannot accumulate at any time more vacation than twice his/her annual vacation accrual.
Contract language did not reflect recent changes in Family Leave Laws. The City was providing leave in accordance with applicable laws, but the contract language was not compliant.	<b>Change to OFLA/FMLA Language</b> Allows up to 3 days off for an ill or injured family member not subject to OFLA/FMLA paperwork (in addition to other leave available by law).
Employees who accumulate 720 hours of sick leave and who thereafter use 16 or less hours of sick leave in a calendar year may be rewarded for not using sick leave. Such employees may be paid at their December 31 <sup>st</sup> hourly rate for 25% of the unused sick leave hours over 720 accumulated as of January 1 <sup>st</sup> .	<b>Change to Sick Leave Cash-out</b> Employees may elect to receive up to 1/3 of their unused annual sick leave accrual (maximum of 32 hours) as cash on their first paycheck in April.
Employees were granted (3) days paid funeral leave for a death in the immediate family. An additional (2) days could be granted if the funeral was over 750 miles from Ashland one-way.	<b>Change to Bereavement Leave</b> Employees will be granted (3) days paid funeral leave for a death in the immediate family. An additional (2) days could be granted if the funeral was over <b>450 miles from Ashland one-way or 900 miles roundtrip.</b>



<p>Employees called out for emergency outages prior to their regular work shift (under certain conditions) would remain on duty at overtime rates unless sent home for safety reasons, or they would lose out on overtime. If they went home to rest, they had to take vacation or comp time to prevent loss of wages for the day.</p>	<p><b>Creates Option for Rest without loss of wages</b> New language allows the employee who works more than 4 hours prior to their shift the opportunity to go home and rest the equivalent number of hours worked after midnight, if he/she feels too tired to finish their shift safely. And/or it allows the supervisor the option to send an employee home to rest without loss of pay if they are not able to work safely.</p>
<p>No employee shall receive more than 40 hours of comp time/year. Time in excess of 40 hours will be compensated as pay.</p>	<p><b>Increased comp bank</b> New contract increases the annual max to 60 hours of comp time. This bank is not revolving.</p>
<p>Response time for emergency call-out was previously 30 minutes.</p>	<p><b>Emergency response requirement</b> Employees may live within 30 miles of the Service Center and must respond within 45 minutes.</p>
<p>N/A</p>	<p><b>Customer Response Shift</b> The City proposed an on-call shift through the week in addition to weekend coverage that we have currently. This will provide a faster response to outages or issues that occur during the work week after business hours.</p>
<p>Language reflected previous health plan even though the bargaining group agreed to self-insurance.</p>	<p><b>Health Insurance Clean-up</b> The City proposed clean-up to the health insurance section to reflect our new self-insured health plan and ensure union participation on the Employee Health Benefits Committee (EHBAC).</p>
<p>Previous contract allowed \$100/year boot allowance. We currently provide each employee with an FR clothing allowance and uniform cleaning.</p>	<p><b>Uniforms &amp; Protective Clothing</b> City agreed to look into providing a uniform through a leasing company that provides, maintains and cleans FR clothing to industry standards. We also agreed to increase boot allowance to \$450/contract period.</p>

**FISCAL IMPLICATIONS:**

- The current budget anticipated a 2% COLA for this bargaining group effective 7/1/2014.
- The boot allowance is an increase of \$50/year over what is currently offered to employees in the bargaining unit. It is difficult to anticipate how many employees will take advantage of the reimbursement as current utilization is not 100%. Employees working under this contract work in all weather conditions and often require multiple boots to accomplish the work safely.
- The City will be implementing an on-call Customer Response Shift (CRS) through the week in addition to the current weekend on-call shift. The CRS will increase our cost by approximately \$500/week, but it will improve response time significantly for after-hours electrical emergencies that occur during the week. Only Journey Line Installers will be placed on the CRS, so the responsibility will rotate between 7 employees. The additional compensation is recognition of the impact on family & personal life and the restrictions that come with being on-call for an entire week.

Employees working under this contract are funded in the Electric Fund, with the exception of 2 positions funded under AFN. Staff is confident the increases called for in the new contract for the current year can be accomplished within the current budget. A 3-year agreement allows the City to anticipate future expenses and budget appropriately for the remaining years of the contract.

**STAFF RECOMMENDATION AND REQUESTED ACTION:**

Staff recommends that the Council authorize the City Administrator and Mayor to sign the 3-year labor contract, ratifying the tentative agreements reached in negotiations with the IBEW.



**SUGGESTED MOTION:**

Move approval of the labor agreement between the City of Ashland and the IBEW Electrical Union and authorize the City Administrator and Mayor to sign the labor contract, ratifying the tentative agreement reached in negotiations.

**ATTACHMENTS:**

None. The Electrical Union is currently incorporating all tentative agreements into the new contract document for City review and signature.

