



## Legislation Details (With Text)

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**Title:** \*\*\*Adopt a Memorandum of Understanding between the City of Fresno and the International Brotherhood of Electrical Workers (IBEW) Local 100 for Unit 7, Non-Supervisory Groups and Crafts (Subject to Mayor's Veto)  
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**Attachments:** 1. IBEW MOU 2017-2020 Redline(2).pdf, 2. IBEW MOU 2017-2020 Final.pdf, 3. IBEW MOU Costing.pdf

Date	Ver.	Action By	Action	Result
9/21/2017	1	City Council	approved	Pass

## REPORT TO THE CITY COUNCIL

**September 21, 2017**

**FROM:** JEFF CARDELL, Director  
Personnel Services Department

**BY:** KEN PHILLIPS, Labor Relations Manager  
Personnel Services Department

### SUBJECT

\*\*\*Adopt a Memorandum of Understanding between the City of Fresno and the International Brotherhood of Electrical Workers (IBEW) Local 100 for Unit 7, Non-Supervisory Groups and Crafts (Subject to Mayor's Veto)

### RECOMMENDATION

It is recommended Council approve the attached Memorandum of Understanding (MOU) to implement wages, hours and other terms and conditions of employment for City employees in Unit 7, Non-Supervisory Groups and Crafts, represented by IBEW.

### EXECUTIVE SUMMARY

The City and IBEW reached a tentative agreement on a successor MOU which will replace the MOU that expired on June 30, 2017. The MOU provides for an agreement from September 18, 2017

through September 16, 2020, increases to wages, and other changes in terms or conditions of employment.

## BACKGROUND

The City and IBEW started meeting in April 2017 to work towards reaching agreement on a successor MOU. The parties reached a tentative agreement on August 15, 2017. Members of the Unit ratified on August 24, 2017.

Major changes to the MOU are summarized below.

- **Term:** Three years. September 18, 2017 to September 16, 2020.
- **Wages and Pension:**
  - Increase wages by 2.5% on the beginning of the seventh pay period of FY 2018, FY 2019 and FY 2020.
  - Employees who enter the Unit and are already paying an additional 1.5% towards pension costs will continue to pay an additional 1.5%.
  - Reopener on making the additional 1.5% currently being paid by new employees which reduced the City share of pension costs, a part of the employee's normal cost.
- **By-Laws:** IBEW to provide the City with its By-Laws and to provide the City with updates as they occur.
- **Dues:**
  - Dues deductions are to be terminated when an employee leaves the Unit.
  - Dues deductions are to be transmitted to the Union through electronic funds transfer.
- **Overtime:** Additional pay on days off shall be determined by the work week.
- **Premium Pay:**
  - Employees whose job descriptions indicate that a Commercial Driver's License (CDL) may be required and are assigned to duties that require a CDL shall receive \$100 per month.
  - Employees assigned to work in a Permit Required Confined Space shall receive \$1.50 per hour while working in such space.
  - Call Back Pay: Employees called back to work after their regular work day will be paid for travel time to and from the work site.
  - Shift Differential: If an employee fits the definition of both swing and night shift, the employee will be paid at the higher rate.
  - Bilingual: Examinations will be conducted throughout the year.
- **Leaves:**
  - Holiday Leave: Increased cap on holiday leave accruals to 48 hours. Employees who are at 48

hours will receive a payment rather than additional leave time.

- Sick Leave: Amend language in accordance with changes to State law. Amend Sick Leave Policy so that attendance incidents take 30 incident free calendar days to fall off after an initial incident free 90 days.
- Vacation: Employees can cash out up to 40 hours of vacation once per year if they have at least 240 hours or more of vacation and have four attendance incidents or less.
- **Employee Fatigue:** Amended provision to align with language adopted in MOU with Local 39. Employees can take fatigue time by using existing leave banks if they have worked in excess of four hours of overtime or has been called back three or more times between shifts, and the overtime was completed with less than eight hours before the start of the employees regular shift.
- **Employee Incentive Time Off:** The Bonus Time Off Program is eliminated and an Employee Incentive Time Off program, mirroring a program initiated with Local 39 is implemented. Employees earn time based on total amount of time worked during a 12 week period.
- **Reopeners:** The City and IBEW agree to reopeners on the Personnel, Civil Service Regulations, and Employer-Employee relations provisions of the FMC.

In addition to the above, there was language clean up throughout the MOU, much of which resulted from a review of MOUs by the City Attorney's Office.

The City Attorney's Office has approved the new MOU as to form.

Salaries will be implemented through separate Council approval of the Fourth Amendment to the Salary Resolution.

## ENVIRONMENTAL FINDINGS

By the definition provided in the California Environmental Quality Act Guidelines Section 15378 this item does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act requirements.

## LOCAL PREFERENCE

Local preference is not implicated because this item does not involve public contracting or bidding with the City of Fresno.

## FISCAL IMPACT

Approval of the MOU and Salary Resolution Amendment will result in an additional salary and benefit expenses of approximately \$83,600 for all funds, and approximately \$3,739 in the General Fund in Fiscal Year 2018; approximately \$177,568 for all funds and \$7,574 in the General Fund in Fiscal Year 2019; and, approximately \$269,797 for all funds and \$11,302 to the General Fund in Fiscal Year 2020.

Attachments:

City of Fresno - IBEW MOU - Redline  
City of Fresno - IBEW MOU - Final  
Costing for Proposed MOU