



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

<input type="checkbox"/> INFORMATION ONLY <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> P&F COMMITTEE <input type="checkbox"/> SPW COMMITTEE <input type="checkbox"/> MAIN AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) *provide copy of published hearing notice <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <input type="checkbox"/> Ordinance 1 st Reading
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping \$ _____ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Please Explain:</u>	

City of Brainerd – IBEW Local #31 (Administrative Support) Union

*Tentative Agreement Terms

January 29, 2021

The following is the tentative agreement package terms reached between the City of Brainerd and the IBEW Local #31 (Administrative Support) Union during 2021-2021 contract negotiations. This package is for Union and City Council consideration/approval:

1. Article 5 – SENIORITY

Section 5. Employees shall establish seniority in an employee's classification within a department where they have been employed six (6) months or more **without a break in service**, and on being laid off, may exercise seniority within that department **provided that the employee's classification seniority date is prior to that of the employee they seek to displace and that the employee meets the job requirements of the new position.**

Section 9. In the matter of filling vacancies and new positions coming within the terms of this Agreement and listed in ARTICLE 9 ~~IX~~, the EMPLOYER shall post notices on the Department's official bulletin board and also notify the Business Manager of the UNION and local Steward of said vacancies. Such notice shall be posted for ~~ten (10)~~ **five (5)** working days.

Section 10. New employees shall serve a six (6) month probationary period of active work (which does not include time spent on a leave of absence except as may be required by law). This probationary period applies to original hires, rehires following separation/retirement, or those who fail to return to work after an unpaid leave of absence. At any time during the probationary period an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 6 ~~VI~~ – Grievance-**Arbitration procedure. The probationary period may be extended to twelve months upon mutual agreement between Local 31 and Management.**

2. Article 7 – HOLIDAYS

Section 2. Per State law, any holiday that falls on a Saturday shall be observed on a Friday, and any holiday falling on a Sunday shall be observed on a Monday. Floating holidays shall be arranged by the employee with the Department Head. Such request for holiday shall not be denied, unless it interferes with the operation of the Department. Probationary employees whose first working day is between January 1st and June 30th, inclusively, shall receive two (2) floating holidays and probationary employees whose first working day is between July 1st and December 31st, inclusively, shall receive one (1) floating holiday. **Employees may use their floating holidays at any time during the year.**

3. Article 8 - HOURS OF WORK AND CONDITIONS

Section 1. All full-time employees shall work a forty (40) hour workweek with an established schedule **determined by the Employer and may include to allow for** flexible shifts mutually agreed between the Department Head and the Union. Ordinary daytime working hours shall be eight (8) or ten (10) consecutive hours, with not more than one hour for a meal period. ~~The Employee working more than two (2) evening shifts per month will be compensated with overtime or comp. time beyond their normal shift. A~~ **One week notice shall be given to employees when changing from a one half (1/2) hour to a one (1) hour meal period or changing from a one (1) hour to a one half (1/2) hour meal period, unless there is an emergency, then the notice shall be given as soon as possible.**

Section 2. Time worked in excess of a regular scheduled shift in any one workday shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular straighttime rate of pay. **Realizing that some employees in this bargaining unit are required to attend Council meetings or other meetings outside of the ordinary daytime working hours as well as some projects must be completed prior to time off i.e. payroll, said employees may be permitted, with the Department Head's written permission, to adjust their normal work schedule so that the total hours worked and/or paid equal 40 straight time hours in any given workweek without incurring overtime.**

Section 4. Insofar as practical, any overtime work shall be divided as equally as possible among the employees who regularly perform the work to be done. Prior to assigning bargaining unit work outside the bargaining unit, the Employer will offer the work to bargaining unit employees first **unless there is an operational need i.e. an extended absence that is thirty (30) calendar days or more by an employee that normally performs said duties.** The Employer retains the right to decide how to assign such work in a manner that meets the best interests of the City. Prior to scheduling overtime, the overtime must be approved by the Department Head or designee. In no case shall hours paid at the overtime and/or premium rate be pyramided, compounded or paid twice for the overtime calculation.

Section 10. The EMPLOYER agrees to pay 80% of the family premium and 95% of the single premium for the ~~\$2,700~~ **\$2,800** single, ~~\$5,400~~ **\$5,600** family high deductible health insurance plan. **A summary of this plan as well as other health plans that can be offered during this contract are outlined in Appendix B.** This plan also includes 100% preventative coverage as required by law. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

4. **Article 9 – WAGES** - Include Transit Operations Specialist and Zoning Specialist/ Permit Technician classifications in the Wage Grid as agreed to per the MOUs after 2019-2020 contract was signed.
5. **Article 9 – WAGES** – Include New Assistant Planner Position at Same Wage Grid as Senior Engineering Tech – Will consider a MOU for this position to begin recruitment process if the contract is not settled by 12/1/2020. (NOTE: MOU approved by Council on December 7, 2020 & position included on Appendix A wage grid.)
6. **Article 9 – WAGES** – Members of the IBEW Local 31 (Administrative Support) Union are requesting consideration for a 2.5% COLA increase for both the legacy and grid options for both 2021 and 2022. If approved, the following is the proposed wage language.

Section 1. Wage Grid.

All employees hired and/or promoted on or after January 1, 2019, shall be compensated in accordance with the pay tables as attached and incorporated into this Agreement and marked as Appendix A.

Pay steps are based on satisfactory performance. For employees hired after January 1, 2019, **employees are eligible for step increases on the annual anniversary date for their date of hire for employees will be effective the 1st of the month following eligibility.** For employees hired prior to January 1, 2019, who elect to be paid in accordance with this Section (as provided in Section 2), step increases shall become effective January 1 of each year. Progression through the pay

steps will be accomplished by an annual review of employee performance. In order to advance to Step 7, an employee must be on Step 6 and obtain two “achieves expectations” and one “exceeds expectations” on their annual performance evaluation **in their currently-held position** in any given three-year cycle beginning January 1, 2019. In order to advance to Step 8, an employee must be on Step 7 and obtain another “exceeds expectations” with two prior “achieves expectations” on their annual performance evaluation **in their currently-held position** in any given three-year cycle.

New employees will generally start at Step 1. The City retains the sole discretion to start an employee at a higher step depending on qualifications and needs of the city. Progression through the pay steps will be as identified above.

An appeal process is available to employees who disagree with the result of their annual performance review. To initiate the appeal process, an employee must request an appeal within seven (7) days of receiving the results of his/her annual performance review. The request must be submitted in writing and forwarded electronically to their applicable Department Head and the HR **Director Coordinator**. The appeal request must clearly identify the specific portion(s) of the employee’s performance review as well as the recommended remedy.

The appeal will be decided by a three (3) person panel consisting of: the Union Business Agent, a City Administration representative, ~~and a third party neutral from the MN Bureau of Mediation Services~~ **and a neutral third party mutually agreed upon between the Union and the Employer**. This panel will hear up to a half hour of presentation from the employee and up to a half hour of presentation from the applicable Department Head or designee. The panel will issue a decision the same day as the presentation, if possible, and in any event within ~~five (5) business days~~ **six weeks** from the presentation. The decision of the panel will be final and binding and will not be subject to the grievance procedure under this Agreement.

Section 2. Employees Hired Before January 1, 2019.

Employees electing to be paid pursuant to this Section 2 will be paid as follows:

Classification	32.5% 1/1/ 19 21	32.5% 1/1/202
Police Records Management Technician	\$24.99 26.38	\$27.04 27.04
Administrative Specialist (Adm./Prk./Fire/Eng./Pol./Build.-Inspections)	\$24.99 26.38	\$27.04 27.04
Accounts Payable/Administrative Specialist	\$24.99 26.38	\$27.04 27.04
Police Records Management Lead	\$27.41 28.94	\$28.23 29.66
Payroll /Accounting Specialist	\$26.58 28.06	\$27.38 28.76
Engineering Technician	\$26.56 28.04	\$27.36 28.74
Senior Engineering Tech/ Project Coordinator	\$29.12 30.74	\$29.99 31.51
Building Inspector	\$28.40 29.98	\$29.25 30.73
Housing Inspector	\$26.56 28.04	\$27.36 28.74
IT Specialist	\$27.86 29.42	\$28.70 30.16

7. **Renew Health Insurance MOU with the following changes (see attach MOU):**
 - a. Update Item 1 to eliminate \$1,000 Deductible Plan – offer \$1,400 Deductible Plan (Smart Plan #1) and \$7,000 Deductible Plan (Smart Plan #7) – see MOA for premium split and the employer HSA contributions.
 - b. Health Plan MOU – Opt out amount will be increased to \$350 in 2022.
 - c. The City will continue to “front-load” the 1st 3 months of HSA contribution to employees by January 31st of each year. April 1st, the amount will return and remain as a monthly contribution.
8. **Notice Ending Past Practice regarding benefits during absences – Draft notice is attached.**
9. **Retroactive Pay to January 1, 2021 will be allowed.**

*NOTE: The City Council has not currently authorized the COLA included in this TA; however, with the union’s affirmative vote, Staff will bring this tentative agreement package to the City Council for their review and consideration.

APPENDIX A: 2021-2022 IBEW (ADMINISTRATIVE SUPPORT) HOURLY RATES OF PAY

Administrative Specialist								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2021	20.80	21.84	22.88	23.92	24.96	26.00	27.03	28.07
1/1/2022	21.32	22.39	23.45	24.52	25.58	26.65	27.71	28.77
Police Record Management Tech								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2021	21.21	22.27	23.33	24.38	25.45	26.51	27.58	28.64
1/1/2022	21.74	22.83	23.91	24.99	26.09	27.17	28.27	29.36
Housing Inspector								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2021	22.07	23.17	24.27	25.37	26.47	27.58	28.68	29.79
1/1/2022	22.62	23.75	24.88	26.00	27.13	28.27	29.40	30.53
Police Records Mgmt Lead, Building Inspector, AP/Admin Specialist, Admin Specialist 2, Tranist Operations Specialist								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2021	22.94	24.09	25.25	26.38	27.53	28.68	29.83	30.97
1/1/2022	23.51	24.69	25.88	27.04	28.22	29.40	30.58	31.74
Engineering Tech, Zoning Specialist/Permit Technician								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2021	24.32	25.54	26.75	27.97	29.19	30.40	31.62	32.83
1/1/2022	24.93	26.18	27.42	28.67	29.92	31.16	32.41	33.65
IT Specialist, Sr Eng Tech/Project Coordinator, Assistant Planner								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2021	25.78	27.07	28.35	29.64	30.93	32.23	33.52	34.80
1/1/2022	26.42	27.75	29.06	30.38	31.70	33.04	34.36	35.67

Appendix B
High Deductible Health Plan Options

For Plan Years Starting 2021	Smart Plan #1	Smart Plan #3	Smart Plan #7
Deductible per Single ²	Single Coverage Only=\$1,400	\$ 2,800	\$ 7,000
Ded per Family Person	\$ 2,800	\$ 2,800	\$ 7,000
Ded per Family Total	\$ 2,800	\$ 5,600	\$ 14,000
% Paid by Plan After Ded ¹	100%	100%	100%
Out-of-Pkt Max per Single	Single Coverage Only=\$1,400	\$ 2,800	\$ 7,000
OOP Max per Family Person	\$ 2,800	\$ 2,800	\$ 7,000
OOP Max per Family Total	\$ 2,800	\$ 5,600	\$ 1,400

*All plans automatically index annually.

¹After deductibles on all Smart plans, the Plan pays 100% of the cost of qualifying care received at Top Value providers, as well provides up to \$1,500 of travel benefit when used to see Top Value providers.

²Deductible need not be met first to receive benefits for preventive prescriptions on all Smart plans; instead, copays of either \$0 for generic or \$50 for brand-name drugs on the approved list will apply.

NOTICE

To: IBEW Local No. 31 (Administrative Support) Employees
Cc: Will Keyes – IBEW Business Manager
From: City Administrator Jennifer Bergman
Subject: Employee Policy Manual Clarification for Benefits during Absences
Date: November 12, 2020

In previous negotiations, the City provided the IBEW – Administrative Support Union a Notice Ending Past Practice that benefits including Holidays, Vacation and Sick Leave as well as insurance benefits would cease if the employee is not receiving 30 hours of pay per week or the full pay difference between their worker’s comp check and their bi-weekly base salary if elected (per Article 4 – Sick Leave and Other Leaves of Absence, Section 5 – Injury on Duty of the IBEW Administrative Support union contract). Said notice also stated that approved FMLA leave will be excluded from this clarification as required by Federal Law; further, once the 12-week FMLA leave has expired, these provisions shall be in force.

Please be advised that effective January 1, 2021, the City will follow the Employee Policy Manual and applicable Union Contract provisions that full-time employees must receive 40 hours of pay per week in order to be eligible for all accruals and benefits. Further, and also effective January 1, 2021, the only benefits that will continue during an unpaid and approved FMLA leave, will be the benefits as required by Federal law.

This notice and the policy described herein, upon the effective date of such policy, will supersede any prior actions taken by the City of Brainerd inconsistent with such policy.

If you have any questions regarding the foregoing, feel free to contact HR Director Kris Schubert at 828-2307.

/ks

POSTED:

Memorandum of Understanding

This Memorandum of Understanding (hereinafter, “MOA”) is entered into between the City of Brainerd (hereinafter, “City”) and International Brotherhood of Electrical Workers, Local No. 31 (hereinafter, “Union”), on behalf of the Brainerd Administrative Support bargaining unit.

WHEREAS, the City and Union are parties to a 2021 – 2022 collective bargaining agreement (hereinafter, “CBA”), which in Article 8 stipulates premium contributions to health insurance; and

WHEREAS, new High Deductible Health Insurance Plan Options were agreed to be offered for 2021-2022.

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto agree to the following premium splits and Employer HSA contributions for our 2021-2022 High Deductible Health Plan Smart Plan options as offered pursuant to Appendix B of the union contract:

<i>Smart Plan #1 - \$1,400 Health Plan</i>	<u>2021</u>	<u>2022</u>
<u>% Contribution to Monthly Premium</u>		
<u>Employer</u>		
Single	95%	95%
Family	80%	80%
<u>Employee</u>		
Single	5%	5%
Family	20%	20%
<u>HSA Annual Contribution Amount</u>		
<u>Employer</u>		
Single	\$ 1,710	\$ 1,000
Family	\$ 2,137	\$ 1,500

<i>Smart Plan #3 = \$2,800 Health Plan</i>	<u>2021</u>	<u>2022</u>
<u>% Contribution to Monthly Premium</u>		
<u>Employer</u>		
Single	95%	95%
Family	80%	80%
<u>Employee</u>		
Single	5%	5%
Family	20%	20%
<u>HSA Annual Contribution Amount</u>		
<u>Employer</u>		
Single	\$ 1,710	\$ 2,000
Family	\$ 2,137	\$ 2,500

Smart Plan #7 - \$7,000 Health Plan	<u>2021</u>	<u>2022</u>
<u>% Contribution to Monthly Premium</u>		
<u>Employer</u>		
Single	95%	100%
Family	80%	90%
<u>Employee</u>		
Single	5%	0%
Family	20%	10%
<u>HSA Annual Contribution Amount</u>		
<u>Employer</u>		
Single	\$ 1,710	\$ 2,500
Family	\$ 2,137	\$ 3,000

BE IT FURTHER RESOLVED THAT all additional employer HSA contribution amounts noted above will be pro-rated based on a monthly contribution.

BE IT FURTHER RESOLVED THAT the City agrees to “front-load” the first three months of the additional Employer HSA contribution for all employees by January 31st of each year. Thereafter (effective April 1st), the amount will return and remain as a monthly contribution.

BE IT FURTHER RESOLVED THAT the City will provide an Opt-Out Option for eligible employees in lieu of the city’s health insurance for 2021 and 2022. If the eligible employee elects the Opt-Out payment for 2021, the monthly Opt-out taxable payment will be \$315 per month. If the eligible employee elects the Opt-Out payment for 2022, the monthly Opt-out taxable payment will be \$350 per month.

IN WITNESS whereof the parties have hereunto set their hands the date and year affixed below.

FOR THE CITY OF BRAINERD

FOR INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL NO. 31

Jennifer Bergman, City Administrator

Will Keyes, Business Agent

Date:

Date:

RESOLUTION
No. :21

BE IT RESOLVED by the Council of the City of Brainerd to set the hourly wages for City employees who are members of the IBEW Local #31 (Administrative Support) Union as provided in its 2021 – 2022 Union Contract as described below.

Below is the 2021 - 2022 eight-step wage grid referenced above, and incorporated in Article IX, Section 1, as approved by the Council:

Administrative Specialist									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1/1/2021	20.80	21.84	22.88	23.92	24.96	26.00	27.03	28.07	
1/1/2022	21.32	22.39	23.45	24.52	25.58	26.65	27.71	28.77	
Police Record Management Tech									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1/1/2021	21.21	22.27	23.33	24.38	25.45	26.51	27.58	28.64	
1/1/2022	21.74	22.83	23.91	24.99	26.09	27.17	28.27	29.36	
Housing Inspector									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1/1/2021	22.07	23.17	24.27	25.37	26.47	27.58	28.68	29.79	
1/1/2022	22.62	23.75	24.88	26.00	27.13	28.27	29.40	30.53	
Police Records Mgmt Lead, Building Inspector, AP/Admin Specialist, Admin Specialist 2, Transit Operations Specialist									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1/1/2021	22.94	24.09	25.25	26.38	27.53	28.68	29.83	30.97	
1/1/2022	23.51	24.69	25.88	27.04	28.22	29.40	30.58	31.74	
Engineering Tech, Zoning Specialist/Permit Technician									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1/1/2021	24.32	25.54	26.75	27.97	29.19	30.40	31.62	32.83	
1/1/2022	24.93	26.18	27.42	28.67	29.92	31.16	32.41	33.65	
IT Specialist, Sr Eng Tech/Project Coordinator, Assistant Planner									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
1/1/2021	25.78	27.07	28.35	29.64	30.93	32.23	33.52	34.80	
1/1/2022	26.42	27.75	29.06	30.38	31.70	33.04	34.36	35.67	

Below is the 2021 – 2022 base hourly wages referenced above, and incorporated in Article XI, Section 2, as approved by the Council:

<u>Classification</u>	<u>2.5%</u> <u>1/1/21</u>	<u>2.5%</u> <u>1/1/22</u>
Police Records Management Technician	\$26.38	\$27.04
Administrative Specialist (Adm/Prk./Fire/Eng./Pol./Build.-Inspections)	\$26.38	\$27.04
Accounts Payable/Administrative Specialist	\$26.38	\$27.04

<u>Classification (Cont.)</u>	<u>2.5%</u> <u>1/1/21</u>	<u>2.5%</u> <u>1/1/22</u>
Police Records Management Lead	\$28.94	\$29.66
Payroll /Accounting Specialist	\$28.06	\$28.76
Engineering Technician	\$28.04	\$28.74
Senior Engineering Tech/ Project Coordinator	\$30.74	\$31.51
Building Inspector	\$29.98	\$30.73
Housing Inspector	\$28.04	\$28.74
IT Specialist	\$29.42	\$30.16

Adopted this ____ day of February, 2021.

KELLY BEVANS
President of the Council

Approved this ____ day of February, 2021.

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator