



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE: JULY 5, 2022**

FROM: HUMAN RESOURCES DEPARTMENT **WARDS: ALL**

SUBJECT: REVISIONS TO THE MEMORANDA OF UNDERSTANDING WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), UTILITY AND SUPERVISORY UNITS, AND RELATED REVISIONS TO THE FRINGE BENEFIT AND SALARY PLAN – SUPPLEMENTAL APPROPRIATION

ISSUE:

The item for City Council consideration is the approval of successor Memoranda of Understanding with the International Brotherhood of Electrical Workers, Utility Unit and International Brotherhood of Electrical Workers, Supervisory Unit.

RECOMMENDATION:

That the City Council:

1. Approve the attached Memoranda of Understanding (MOUs) effective January 1, 2022, through December 31, 2024, which incorporates the negotiated revisions;
2. Authorize the City Manager, or his designee, to execute the Memoranda of Understandings on behalf of the City;
3. Adopt the attached Resolution amending the Master Fringe Benefits and Salary Plan to reflect the revised MOU provisions as outlined in Exhibit A attached thereto; and
4. With five affirmative votes, authorize the Chief Financial Officer or designee to record supplemental appropriations in the approximate amounts of \$3.8 million in fiscal year 2022/23 and \$2.6 million in fiscal year 2023/24 in the applicable accounts of the Electric Fund.

BACKGROUND:

The City began labor negotiations with the International Brotherhood of Electrical Workers, Utility Unit and International Brotherhood of Electrical Workers, Supervisory Unit in late 2021 upon the expiration of the former MOUs on September 30, 2021. The City and the Union mutually agreed to extend the former contract through December 31, 2021. Labor negotiation meetings continued through June 2022 until a mutual agreement was reached.

DISCUSSION:

The City entered into and has successfully concluded labor negotiations with the IBEW Utility and Supervisory Units. Provisions of the tentative agreements were ratified by the union in June 2022, and are herein presented for the City Council's approval:

- Labor Contract Period: January 1, 2022, through December 31, 2024.

- Salaries:

Date	Salary Increase
Year 1: Effective the first pay period following July 1, 2022, or first pay period after City Council approval, whichever is later	5% increase to base salary
Year 2: Effective the first pay period following July 1, 2023	3.5% increase to base salary
Year 3: Effective the first pay period following July 1, 2024	3.5% increase to base salary
All represented (IBEW) City employees as of the date payment is made will receive a one-time non-PERSable stipend of \$10,000 to be paid with the first pay period following July 1, 2022, or the first pay period after City Council approval, whichever is later.	

- Disability Insurance: Effective as soon as feasible after City Council approval of this contract, the City will establish a Short-Term Disability Plan with the City contributing \$25.60 per month towards the monthly premium and the employee contributing the remainder of the premium to cover the total monthly premium. This new plan will require mandatory enrollment from all IBEW employees. Upon the establishment of the Short-Term Disability plan, the existing Long Term Disability plan will become a voluntary plan completely paid by the employee.
- Compensatory Time: Employees may cash out their compensatory time or roll their equivalent monetary amount into their deferred compensatory account twice per calendar year, up to the maximum annual IRS limit. In addition, this section includes changes to allow employees to use their compensatory time to augment earned rest period for the employee to complete their full shift.
- Holidays: Add Cesar Chavez holiday effective 2022, and Juneteenth holiday effective 2023.
- Boot Allowance: Effective fiscal year 2022-23, the City will provide five hundred dollars (\$500) per fiscal year for a boot allowance.
- Life Insurance: For the Utility unit, the City will provide a \$100,000 term life insurance policy. For the Supervisory unit, the revision is a language clean-up to reflect the existing term life insurance of equivalent to twice the employee's annual salary.
- Rest Time: Removal of existing provision under 1.7.3 for Electric Power Dispatchers I and II. New language added to this section: if Electrical Power System Dispatchers I and II classifications fall below 70% staffing (filled positions v. budgeted positions) during the term of this MOU, the parties agree to reopen to meet and confer about alternative work schedules, overtime, and rest time options for the Electrical Power System Dispatchers I and II classifications.
- Other changes: Additional miscellaneous changes have been made to non-economic terms throughout the contract, as reflected in the attached red-lined MOUs.

STRATEGIC PLAN ALIGNMENT:

This council item contributes to **Strategic Priority 5 – High Performing Government** and **goal 5.1**, Attract, develop, engage and retain a diverse and highly skilled workforce across the entire City organization and aligns with each of the City’s Strategic Cross-Cutting Threads.

1. **Community Trust** – The negotiation process over wages, benefits, and working conditions through a formal good faith bargaining process ensures transparency by sharing relevant information about the agreements for all impacted employees and the final MOUs are published on a City Council Agenda for all to view and the City Council to take action in a public forum.
2. **Equity** – Fairly negotiated salary and benefits provide the City the ability to retain and attract employees to ensure continuity of services for the community to allow equitable access to resources and other programs.
3. **Fiscal Responsibility** – The City and Union engaged in good faith bargaining while ensuring fiscal responsibility of the City’s overall budget and providing fair and competitive salaries and benefits to employees.
4. **Innovation** – The City and Union engaged in creative and innovative discussions and solutions that would allow both parties to benefit from the updated/new provisions in the contract. Creative ideas from both parties were shared that allowed for a successful agreement.
5. **Sustainability & Resiliency** – The City of Riverside is committed to investing in its employees by engaging in good faith bargaining with their respective Union to implement contracts that are sustainable and provide employees and prospective employees an incentive to work for the City.

FISCAL IMPACT:

The total compounded cost over the life of the MOUs is approximately \$10.1 million. The compounded fiscal impact of the proposed MOUs for IBEW and IBEW Supervisory is approximately \$3.8 million in FY 2022/23, \$2.6 million in FY 2023/24, and \$3.7 million in FY 2024/25 in the Electric Fund. Sufficient funds for the supplemental appropriations are available in the Electric Fund’s cash reserves.

Prepared by:	Rene Goldman, Human Resources Director
Certified as to availability of funds:	Edward Enriquez, Assistant City Manager / CFO/Treasurer
Approved by:	Rafael Guzman, Assistant City Manager
Approved as to form:	Phaedra A. Norton, City Attorney

Attachments:

1. Comprehensive Memorandum of Understanding for IBEW, Utility Unit
2. Comprehensive Memorandum of Understanding for IBEW, Supervisory Unit
3. Resolution Amending the Fringe Benefits and Salary Plan
 - a. Exhibit A – Amended Fringe Benefits and Salary Plan