



CITY COUNCIL AGENDA

Special Joint Meeting with Public Utilities Commission
City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, July 8, 2024 @ 6:00 PM

The public is invited to attend these meetings in person.

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

2. **Roll Call**

___J. Czeczok ___M. O'Day ___K. Stunek ___K. Terry___T. Stenglein ___G. Johnson ___K.
Bevans ___Mayor Badeaux

___M. Angland ___T. Erickson ___T. Johnson ___M. O'Day ___D. Matten

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **New Business**

- A. **Accept the Resignation of Administrative Specialist - Public Works Department Kathryn Johansen**
- B. **Strike Contingency Plan Update and Adoption of a Resolution in the Event of an IBEW Local No. 31 Strike Action Against the City of Brainerd**

6. **Adjourn**

- A. **Adjourn to Closed Labor Negotiation Strategy Session pursuant to MN Statutes, 13D.03, Subd 1(b) to prepare for Negotiations with the IBEW 31 (Public Utilities)**

Visit the City's Website at www.ci.brainerd.mn.us

MISSION

"Provide high quality, cost effective public services and leadership in creating a sustainable city"



City Council Agenda Request

MEETING DATE: July 8, 2024

TITLE OF ITEM: Accept the Resignation of Administrative Specialist - Public Works Department Kathryn Johansen

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director, Jessie Dehn, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Kathy Johansen, Administrative Specialist - Public Works, recently submitted her resignation effective July 1, 2024. Staff recommends that the Council accept Ms. Kathy Johansen's resignation and authorize Staff to begin the hiring process to backfill the position.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to accept Ms. Kathy Johansen's resignation effective July 1, 2024; further, to authorize Staff to begin the hiring process to backfill the Administrative Specialist - Public Works position.

FINANCIAL IMPACT: The position is included in the 2024 budget.

Kathryn Johansen
7007 S 45th St, Apt 9
Omaha NE 68138

July 1, 2024

Public Works Director, Jessie Dehn
City of Brainerd
501 Laurel St
Brainerd MN 56401

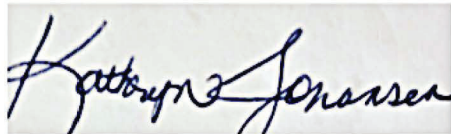
Dear Mr. Dehn,

It is with my deepest regret that I am writing to inform you of my resignation from the position of Administrative Assistant with the City of Brainerd. My last day of employment is immediately, Monday, July 1, 2024.

I have immensely enjoyed my employment with the City and I am thankful for the opportunities you provided to me for personal growth and success.

Thank you for your sincere support during this difficult decision.

Sincerely,

A handwritten signature in black ink that reads "Kathryn Johansen". The signature is written in a cursive, flowing style.

Kathryn Johansen



City Council Agenda Request

MEETING DATE: July 8, 2024

TITLE OF ITEM: Strike Contingency Plan Update and Adoption of a Resolution Authorizing the Implementation of a Strike Plan

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator,
Patrick Wussow, Interim Public Utilities Director,
Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: IBEW Local No. 31 (Public Utility) Union submitted a letter dated June 29, 2024, to the City of Brainerd and the Minnesota Bureau of Mediation Services. This letter serves as notice of Local No. 31's intent to strike in accordance with Minnesota Statute Section 179A.18 and Minnesota Rules 5510.2410 to 5510.3005. A resolution to implement the authorization of a strike plan is warranted.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Subsequent to the letter dated June 29, 2024, from IBEW Local No. 31, the Minnesota Bureau of Mediation Services sent the City of Brainerd a letter dated July 2, 2024. That letter stipulates that Local 31's legal right to initiate a strike begins at 12:01 A.M. on July 13, 2024, and their legal right to initiate a strike ends at 11:59 P.M. on Aug 1, 2024. Finally, both parties have a legal obligation to participate in mediation on July 12, 2024 at 9:00 A.M. to make good faith efforts to resolve disputes.

RECOMMENDED ACTION/MOTION: Motion to Approve Proposed Strike Resolution

FINANCIAL IMPACT: Unknown



**International Brotherhood of Electrical Workers
Local Union No. 31**

2002 London Road Suite 105 Duluth MN 55812
(218) 728-4248 E-Mail: ibew31@ibew31.com www.ibew31.com

June 29, 2024

RECEIVED

JUL 02 2024

**CITY OF BRAINERD
ADMINISTRATION**

Kris Schubert
Human Resources Director
City of Brainerd/BPU
501 Laurel Street
Brainerd, MN 56401

Nick Broyles
City Administrator
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Johnny Villarreal
Commissioner
Bureau of Mediation Services
1021 Bandana Blvd. E., Suite 226
St. Paul, MN 55108

Re: Notice of Intent to Strike

Dear Ms. Schubert, Mr. Broyles, and Commissioner Villarreal:

The International Brotherhood of Electrical Workers ("IBEW") Local #31 is the exclusive representative for a unit of employees employed by the City of Brainerd, by and through the Brainerd Public Utilities.

The parties' Labor Agreement expired on December 31, 2023. The parties have participated in mediation over a period that exceeds 45 days. On June 12, 2024, the members of IBEW Local 31 employed in this bargaining unit voted to authorize a strike. On June 28, 2024, a strike was authorized by the IBEW in accordance with the International's requirements.

This letter serves as notice of our intent to strike in accordance with Minnesota Statute Section 179A.18 and Minnesota Rules 5510.2410 to 5510.3005.

Sincerely,

A handwritten signature in black ink that reads "Will Keyes".

Will Keyes
Business Manager
IBEW Local #31



July 2, 2024

IN THE MATTER OF:

IBEW, Local 31,
Duluth, Minnesota
- and -
Brainerd Public Utilities,
Brainerd, Minnesota

BMS CASE NO: 24PN0860

FIRST NOTICE OF RECEIPT OF INTENT TO STRIKE
PUBLIC EMPLOYEES

This is to certify that on Monday, December 18, 2024, a mediation petition was filed in the above-referenced matter.

On Tuesday, July 2, 2024, the Bureau of Mediation Services received a notice of intent to strike from the IBEW, Local 31, Duluth, Minnesota.

In accordance with this notice and Minnesota Statutes, Chapter 179A.18, Subd. 1 and 3, the parties are advised that:

1. The legal right to initiate a strike begins at 12:01 A.M. on July 13, 2024.
2. The legal right to initiate a strike ends at 11:59 P.M. on August 1, 2024.

STATE OF MINNESOTA
Bureau of Mediation Services

A handwritten signature in black ink, appearing to read 'Johnny J. Villarreal', is written over a horizontal line.

JOHNNY J. VILLARREAL
Commissioner

cc: Will Keyes
Kris Schubert

1021 Bandana Blvd. E., Suite 226, St. Paul, Minnesota 55108
651-649-5421 | FAX: 651-539-0001 | TTD: 1-800-627-3529 | mn.gov/bms

An Equal Opportunity Employer



July 3, 2024

IN THE MATTER OF:

IBEW, Local 31, Duluth, Minnesota
- and -
Brainerd Public Utilities

BMS CASE NO: 24PN0860 (Serena Vergin, Mediator)

RE: Contract Mediation

MEETING NOTICE AND SUMMONS

A notice of intent to strike in the above-named matter has been received by the Bureau of Mediation Services. In accordance with the laws of the State of Minnesota, you are hereby notified and summoned to the following mediation meeting, to be held for purposes of resolving this matter.

DATE: July 12, 2024

TIME: 09:00 AM

LOCATION: Brainerd Public Utilities
8027 Highland Scenic Rd
Baxter, MN 56425

Both parties have a legal obligation to be present at this meeting and to make good faith efforts to resolve the dispute. Accordingly, each party must vest its representative to mediation meetings with the authority to negotiate in good faith, the ability to identify unresolved issues, and to set forth the positions of that party with respect to each issue in dispute. It is the policy of the Bureau that all mediation conferences be closed to the public and the press.

BUREAU OF MEDIATION SERVICES
STATE OF MINNESOTA

cc: Kris Schubert
Will Keyes

RESOLUTION
No. XX:XX

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF A STRIKE PLAN

WHEREAS, the International Brotherhood of Electrical Workers (IBEW) Local No. 31 (Public Utility) Union (hereinafter “IBEW Public Utility Union”) is the exclusive representative for certain City of Brainerd Public Utility Department (hereinafter “City”) employees.

WHEREAS, the current labor agreement between the City and the IBEW Public Utility Union expired on December 31, 2023.

WHEREAS, the City and the IBEW Public Utility Union have met and negotiated and participated in mediation over the terms of the new labor agreement between the parties.

WHEREAS, the City has offered a total package for employees in the bargaining unit represented by the IBEW Public Utility Union that: (1) is economically substantial, fair, reasonable, and internally consistent with other City bargaining units, specifically related to base wage pay range and individual employee increases; and (2) facilitates improved organizational, operational, and financial effectiveness, efficiency, and accountability for the taxpayers of the City.

WHEREAS, the Minnesota Bureau of Mediation Services notified the City that the legal right to strike of employees in the bargaining unit represented by the IBEW Public Utility Union begins at 12:01 a.m. on July 13, 2024 and ends on August 1, 2024, at 11:59 p.m.

WHEREAS, the City is committed to continuing negotiations in good faith with the IBEW Public Utility Union to agree on the terms of a new labor agreement.

WHEREAS, that in the event a strike ensues, however, the City believes it is important that a strike plan be implemented that includes the following: (1) the City take actions necessary to ensure City services continue to be provided during a strike and that safety and security is maintained; and (2) all of its employees are familiar with the rights, obligations, and guidelines applicable during such strike.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF BRAINERD, MINNESOTA, AS FOLLOWS:

1. City management and administration are hereby directed to take any and all actions necessary within their authority to ensure City services continue to be provided to the public, functions continue to be performed, and safety and security be maintained during any strike. This includes authorization that the City Administrator enter into agreements and/or contracts to be ratified at a subsequent City Council meeting. Contracts will include wages for individuals retained to operate our Public Utilities facilities during the strike. Such preparations shall, among other things, provide that:

- a. Priorities are established for all services provided by affected Department from critical - which must not be interrupted - to the minimum level service that can be performed.
 - b. Instruction is given to Supervisors regarding their responsibility and conduct during a strike.
 - c. All employees are advised of their rights and obligations during a strike and the City's policy regarding striking employees.
- 2. The City will uniformly and consistently apply and enforce Minnesota's Public Employment Labor Relations Act (Minn. Stat. §§ 179A.01-.25), among other applicable statutes, rules, legal precedent, and City and administrative policies to all employees during the strike period.
- 3. The following rights, obligations, and guidelines apply to City employees during the strike period:
 - A. Pursuant to Minn. Stat. § 179A.13, subd. 3, all employees are prohibited from the following:
 - i. Calling, instituting, maintaining, or conducting a strike or boycott against the City on account of any jurisdictional controversy.
 - ii. Coercing or restraining any person with the effect to:
 - a. Force or require the City to cease dealing or doing business with any other person;
 - b. Refuse to handle goods or perform services; or
 - c. Prevent an employee from providing services to the City.
 - iii. Committing any act designed to damage or actually damaging physical property or endangering the safety of persons while engaging in a strike.
 - iv. Forcing or requiring the City to assign particular work to employees in a particular employee organization or in a particular trade, craft, or class rather than to employees in another employee organization or in another trade, craft, or class.
 - v. Causing or attempting to cause the City to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed.
 - vi. Engaging in an unlawful strike.
 - vii. Picketing which has an unlawful purpose such as secondary boycott.

- viii. Picketing which unreasonably interferes with the ingress and egress to facilities of the City.
- ix. Seizing or occupying or destroying property of the City.
- x. Violating or refusing to comply with any lawful order or decision issued by the Minnesota Bureau of Mediation Services.

The City may bring an action for injunctive relief and for damages caused by the unfair labor practice or any other action permitted by law against any employee(s) violating such prohibitions.

- B. All employees are prohibited from interfering with the free and uninterrupted use of public roads, streets, highways or methods of transportation or conveyance or to wrongfully obstruct ingress to and egress from any place of business or employment pursuant to Minn. Stat. § 179.13.
- C. Pursuant to Minn. Stat. § 179A. 19, subd. 3, an employee in the bargaining unit represented by IBEW Public Utility Union who is absent from any portion of a work assignment without permission, or who abstains wholly or in part from the full performance of duties without permission from the City on a day when a strike not authorized by law occurs is prima facie presumed to have engaged in an illegal strike on that day.
- D. Pursuant to Minn. Stat. § 179A.18, subd. 1, only employees in the bargaining unit represented by IBEW Public Utility Union, the striking bargaining unit, may legally strike. Pursuant to Minn. Stat. § 179A. 19, subd. 3, all other employees absent from any portion of a work assignment without permission, or who abstains wholly or in part from the full performance of duties without permission from the City from the date of this resolution through the execution of a new labor agreement by and between the City and IBEW Public Utility Union is prima facie presumed to have engaged in an illegal strike on that day.
- E. Any employee who strikes illegally will be subject to the penalty permissible and provided in Minn. Stat. § 179A.19, subd. 2, which is termination effective the date the violation first occurs. Should an illegal striker be subsequently reemployed by the City, the employee shall be on a two-year probation period as directed in Minn. Stat. § 179A.19, subd. 4.
- F. Any employee is entitled to request the opportunity to establish that the employee did not engage in an illegal strike. The request shall be filed in writing with Nick Broyles, City Administrator, within ten days after notice of termination is served upon the employee as provided in Minn. Stat. § 179A.19, subd. 6. City Administrator Broyles will forward such request to the City Council upon receipt.

- G. Any employee in the bargaining unit represented by IBEW Public Utility Union has a right to remain working for the City during any strike. Any employee in the bargaining unit represented by IBEW Public Utility Union who does not report to work when otherwise required on a date when a strike is authorized by law will be deemed to be striking and will not be permitted to return to work for the days in which they are authorized to strike, unless otherwise authorized by the City Administrator.
- H. No wages, reimbursement of expenses, or per diem shall be paid by the City to any employee engaging in a strike as provided in Minn. Stat. § 179A.19, subd. 5.
- I. Minn. Stat. § 268.085, subd. 13b provides that any City employee who has stopped working because of a labor dispute at the City is ineligible for unemployment benefits: (1) until the end of the calendar week that the labor dispute was in active progress if the employee is participating in or directly interested in the labor dispute; or (2) until the end of the calendar week that the labor dispute began if the employee is not participating in or directly interested in the labor dispute.
- J. Employees deemed to be striking will receive compensation for work performed for the City prior to the day in which they are deemed to be striking through the normal payroll date that includes the applicable pay period.
- K. For employees deemed to be striking, the City will discontinue any contribution to group insurance plan(s) effective the end of the calendar month of the first month of a strike and coverage under such plan(s) may end pursuant to the applicable, governing plan document(s) and law(s).
- L. No employee who is in the bargaining unit represented by IBEW Public Utility Union or engaged in an illegal strike will be able to use any paid leaves of absences during any days in which they are authorized to strike or days on which they are deemed to be striking.
- M. Previously approved leaves of absences for employees who are (1) in the bargaining unit represented by IBEW Public Utility Union; or (2) engaged in an illegal strike will be cancelled on days on which they are authorized to strike or days on which they are deemed to be striking and rescheduled to other day(s) if requested by the employee. Previously approved leaves of absences for (1) all other employees; or (2) for employees who are in the bargaining unit represented by IBEW Public Utility Union and not engaged in an illegal strike on the days in which they are not authorized to strike and not deemed to be striking may be reconsidered by the City Administrator for confirmation or cancellation of the approval.

- N. Non-striking employees may be required to provide a health care professional's note or other documentation in order to be approved for the use of sick leave during the strike.
- O. Service credit for the purposes of paid leave times will not accrue on days on which an employee is deemed to be striking.
- P. All employees not in the bargaining unit represented by IBEW Public Utility Union are (1) required to report to work during all days in which employees in the bargaining unit represented by IBEW Public Utility Union are striking; and (2) perform any work performed by the striking employees if assigned consistent with any applicable collective bargaining agreement or other rule. Specific assignments and operational instructions will be issued by management of affected departments.
- Q. Non-striking employees must not take any action that will restrain or coerce employees who are legally striking.
- R. Because a strike may result in non-regular work for an employee who continues to work, the City will continue to provide any specialty or premium pay such employee is eligible for under any applicable collective bargaining agreement or policy.
- S. Subject to approval by the City Administrator, exempt employees excluding Department Heads, who as a result of a strike action, are required to work in excess of the normal workweek to perform services regularly performed by striking employees, shall be paid at a rate of one-and-one half times their normal rate, or at the option of the Department Head, will be given compensatory time off at such rate.
- T. All employees must follow these picketing guidelines:
 - i. Avoid confrontation with picketers.
 - ii. Do not engage in arguments, debates on the issues or shouting, even if subjected to verbal harassment.
 - iii. Leave the area of the picket line if it appears likely that resistance will be encountered while crossing. Telephone supervisors for instructions.
 - iv. Bring your motorized vehicle to a complete stop when crossing a picket line, then proceed with caution when entering or leaving the line. Failure to follow this guideline violates Minn. Stat. § 179.121.
 - v. Keep your windows and doors locked when passing through a picket line in a vehicle.

- vi. All crimes; information about potential crimes; and/or concerns about the safety and security of City of Brainerd staff, customers and/or facilities should be immediately reported to law enforcement and your supervisor. If an emergency, call 911. All other reports should be directed to the City of Brainerd Police Department at 218-829-2805. Any report shall include as much detail as possible.
- U. If an employee witnesses a violation of the picketing guidelines established in 3.S. above, then he or she should immediately contact Nick Broyles, City Administrator, at 218-828-2307 and/or nbroyles@ci.brainerd.mn.us.
- V. Non-striking employees who incur damage which is causally connected to strike activities shall be reimbursed by the City for such damage to the extent permitted by law, provided that said damage, at the time of the alleged incident, is not otherwise covered by insurance and the damaged employee has taken reasonable precautions under the circumstances to prevent such damage.
- W. All striking employees in the bargaining unit represented by IBEW Public Utility Union must return any keys, identification cards, and all items currently in their possession that they obtained as a result of their employment with the City and provide all passwords or the like for City items to the City Administrator before the first authorized strike day.
- X. All striking employees are prohibited from doing the following while they are on strike, unless and until the City Administrator authorizes their return to work:
 - i. Performing any services for the City or any services in which they present themselves as an employee, official, or agent of the City.
 - ii. Entering or being on or in any real property of the City in which the general public does not normally and/or is not authorized to enter or be and picketing is prohibited.
 - iii. Entering or being on or in any real property of the City at any times in which the general public does not normally and/or is not authorized to enter or be and in which picketing is prohibited.
 - iv. Accessing or using any City-owned equipment that the general public does not normally and/or is not authorized to access or use.
 - v. Accessing or obtaining any City data, regardless of its physical form, storage media or conditions of use, unless provided pursuant to a request under the Minnesota Government Data Practices Act.
 - vi. Accessing or using the City internal computer network.

4. The City Administrator and the City's labor consultant representative from the Ratwik, Roszak & Maloney, P.A., Law Firm are authorized to speak publicly on behalf of the City in regard to such labor disputes and shall be the sole persons authorized to speak publicly on behalf of the City during any period of strike action.

Adopted this ____ day of July, 2024.

KELLY BEVANS
President of the Council

Approved this ____ day of July, 2024.

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

The City of Brainerd is aware that IBEW Local No. 31 Public Utility Union members voted to strike; however, the City has yet to be officially notified of that intent.

The City has been negotiating in good faith since October 27, 2023, with three different unions. Negotiations started with IUOE Local No. 49 (Street Division) members as well as two IBEW Local No. 31 Unions representing the Public Utility and a separate Administrative Support group. The City's proposals provide for multi-year contracts as well as wages for City employees that are competitive, fair, and equitable.

Negotiations resulted in a settled three-year agreement with the IUOE Streets group. The IBEW business agents requested, and the City agreed, to receive assistance from the State of Minnesota Bureau of Mediation Services for both IBEW union groups. From October 2023 through February 2024, both the City and Union representatives made multiple offers. With the assistance of mediation, the City and the IBEW Administrative Support group were able to come to a three-year agreement.

IBEW Local No. 31 (Public Utility) Union represents employees in the Public Utilities Department which represents the electrical distribution, water production and distribution, wastewater treatment, and the Public Utility Service Center employees. The City is working on contingency plans to ensure critical services for residents, businesses, and visitors will continue.

We will continue to negotiate in good faith during future mediation sessions. We remain hopeful that the City and IBEW Local No. 31 leadership for the Public Utility employees can reach an agreement.

The Brainerd City Council

FOR IMMEDIATE RELEASE

July 5, 2024

Contact Person: Nick Broyles
City Administrator
City of Brainerd
Telephone Number: (218) 828-2307
Email Address: nbroyles@ci.brainerd.mn.us
Web site address: <https://www.ci.brainerd.mn.us/>

City of Brainerd Statement on IBEW Labor Agreement Negotiations

BRAINERD, MINNESOTA – The IBEW Local No. 31 Union that represents employees in the Public Utilities Department informed the City of Brainerd of their intent to strike over the City’s proposed labor agreement for bargaining unit employees IBEW represents. IBEW Local No. 31 (Public Utility) Union represents the electrical distribution, water production and distribution, wastewater treatment, and the Public Utility Service Center employees.

During negotiations, the City proposed a pay increase for employees in this bargaining unit as follows: in 2024, 2.5% (Jan. 1) and 2.25% (July 1); in 2025, 3.75% (Jan. 1) and 2.75% (July 1); in 2026, 3% (Jan. 1). Some bargaining unit employees would receive additional money through pay rate increase and some through lump sum payment. All bargaining unit employees would receive additional money under the City’s proposal.

The City assessed through an objective, third party-conducted compensation study the public sector market competitiveness of all City employees’ wages and whether such wages were internally equitable for each position compared to positions of comparable worth within the City.

Based on the study, the City proposed an economic package as part of its proposed labor agreement. The package would not only maintain the City’s competitive position in the market for its affected IBEW bargaining unit employees but would also ensure the City achieved legally required equitable pay within the City compared to positions of comparable worth, and be affordable. To meet these objectives, the City has proposed that bargaining unit employees be paid under a City-wide uniform base pay scale. This would require that some bargaining unit employees’ pay rates be frozen until the new pay scale exceeds the previous maximum pay for their position.

The City is not proposing to reduce the hourly wage of any employee. If the Flaherty & Hood proposed wage grid was lower than the employee’s 12/31/23 wage, the employee’s wage would remain at the 12/31/23 pay rate and the employee will receive a lump sum payment equal to the 2024-2026 proposed pay increases noted above.

This pay philosophy was agreed to by three other City bargaining units and was also applied to non-union employees.

While the City believes it has provided a strong and fair offer to the bargaining unit, the City remains committed to continued good faith negotiations and mediation with IBEW to agree on the terms of a new labor agreement. Moreover, the City is working on contingency plans and will continue to provide safe, efficient, and quality services to its residents during this period.

For more information, please contact Nick Broyles, Brainerd City Administrator, at nbroyles@ci.brainerd.mn.us or 218-828-2307.