

CITY COUNCIL

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Reso No. 2003-_____ File No. _____

Ord No. 2003-_____

Agenda Item No.: 6

Date: August 18, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Gail Sullivan, Deputy City Manager
Sheryl Bennett, Director of Human Resources

SUBJECT: Memorandum of Understanding between the City of Escondido and the Escondido Police Officers' Association, Non-Sworn Bargaining Unit

RECOMMENDATION:

City Council adopt resolution 2010-131 approving the successor Memorandum of Understanding between the City and the Escondido Police Officers' Association, Non-Sworn Bargaining Unit, ending June 30, 2012. Approve a budget adjustment with an overall cost savings of \$182,330 for Fiscal Year 2010-11, and \$182,330 for Fiscal Year 2011-12, for a two year total cost savings of \$364,660.

FISCAL ANALYSIS:

Cost savings to the City's budget is \$182,330 for Fiscal Year 2010-11, and \$182,330 for Fiscal Year 2011-12, for a two year total cost savings of \$364,660. Authorization should be given to the City Manager for appropriate budget adjustments.

PREVIOUS ACTION:


On October 7, 2009, the City Council approved an amendment to the Memorandum of Understanding extending the term of the Memorandum of Understanding to June 30, 2010.

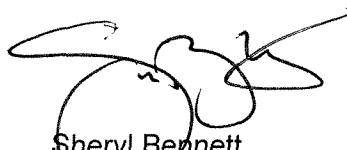
BACKGROUND:

City staff has been meeting and conferring with the Escondido Police Officers' Association, Non-Sworn Bargaining Unit, regarding terms of the Memorandum of Understanding that expired on June 30, 2010. The attached resolution outlines changes to working conditions and compensation that have been agreed to during this negotiation process and will result in cost reductions to the City's overall budget.

Tentative agreement on issues before the negotiating groups was reached on July 19, 2010. Members of the Bargaining Unit have voted in support of the agreement.

Respectfully submitted,


Gail Sullivan
Deputy City Manager


Sheryl Bennett
Director of Human Resources

RESOLUTION NO. 2010-131

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE MEMORANDUM OF
UNDERSTANDING WITH THE ESCONDIDO
POLICE OFFICERS' ASSOCIATION, NON-
SWORN UNIT

JULY 1, 2010 – JUNE 30, 2012

WHEREAS, negotiating teams from the City of Escondido and the Escondido Police Officers' Association, Non-Sworn Unit, have been duly appointed and have been conducting meet-and-confer sessions with respect to cost-saving matters affecting both parties; and

WHEREAS, a successor Memorandum of Understanding ("MOU") by the City of Escondido ("City") and the Escondido Police Officers' Association, Non-Sworn Unit ("Association") is necessary as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, it is the intent of the underlying MOU to provide for continuation of the harmonious relationship between the City and the Union; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a successor MOU and certain other modifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. The City's negotiating team is authorized to execute, on behalf of the City, a successor MOU for the term of July 1, 2010, through June 30, 2012, and also including terms as set forth in Exhibit "A," attached to this resolution and incorporated by this reference.

**City of Escondido
Escondido Police Officers' Association Non-Sworn Bargaining Unit
Successor Memorandum of Understanding
7/1/2010 – 6/30/2012**

1) Term:

July 1, 2010 through June 30, 2012

2) Existing MOU Modifications:

Specific cost concessions to the MOU that were implemented on October 4, 2009, will remain in place until terminated. Current items suspended and to remain suspended for the term of the successor MOU agreement are as follows:

- Step Increases
- Certification Pay
- 401(k) Contributions by the City

Effective August 8, 2010, other Items that that were implemented on October 4, 2009, will be removed from employee cost concessions and are as follows:

- 3.75% Salary Reduction for Dispatch Personnel
- 1.0% Salary Reduction for CSO Personnel
- CSO Self-Directed Furlough – 3.0% salary reduction. Salary reduction will be matched by two furlough hour time bank deposits in July 2010 and January 2011. Regular payment resumes July 2012.

3) Holidays, Article 5, Section 5.01:

Effective August 8, 2010, the following provisions shall be applicable to use of holiday pay. The following provisions shall sunset at midnight on June 30, 2012. The provisions are:

- a. Commencing with Council approval of the MOU, Labor Day, Veteran's Day, Day After Thanksgiving, New Years Day, Martin Luther King Jr. Day, and Presidents Day, Memorial Day, ten (10) hours for each listed holiday shall be placed into a "furlough holiday bank" at the rate of 2.8571 hours per payroll period during the 2010 and 2011 calendar years (a total of 140 holiday hours). Earned and accumulated designated holiday hours are subject to use pursuant to these provisions but shall have no cash value. Accordingly, at no time, either during an affected Association member's employment or upon separation for any reason, or otherwise, shall earned accumulated designated "furlough holiday bank" hours be convertible to cash.
- b. Application for use of earned and accumulated "furlough holiday bank" hours shall be governed by the practices described in Section 3.02 Compensatory Time. However, use of "furlough holiday bank" hours shall be denied if such usage would cause Department-

determined minimum staffing levels for any particular shift, to fall below said minimum staffing level, and/or would result in an overtime expenditure.

- c. Subject to the above rules and regulations governing use of "furlough holiday bank" hours for Community Service Officers, "furlough holiday bank" hours existing at midnight on June 30, 2012, shall be available for use through and including June 30, 2014. Any "furlough holiday bank" hours remaining unused on June 30, 2014, shall be extinguished with no cash value. For Public Safety Dispatchers and Public Safety Shift Supervisors, there shall be no expiration for "furlough holiday bank" hours. Accordingly, at no time, either during an affected Association member's employment or upon separation for any reason, or otherwise, shall earned accumulated designated "furlough holiday bank" hours be convertible to cash.
- d. During the 2010 and 2011 calendar years, any affected employee working a shift that falls on a "designated holiday," shall be compensated at straight time for hours worked (unless the hours worked otherwise entitle the CSO/Dispatcher to overtime separate and distinct from having worked on a designated holiday).
- e. Where an affected employee was scheduled to work on a designated holiday and applies for and is granted use of ten (10) earned and accumulated "furlough holiday bank" time, shall be compensated with ten (10) hours of straight time during the payroll period within which the "furlough holiday bank" hours were utilized, and the "furlough holiday bank" shall be debited in the amount of ten (10) hours.
- f. Subject to the "Pre-2010 Holiday Bank Utilization" described below and the adding of Thanksgiving Day, Christmas Day, and Independence Day holiday hours to said account for use as described therein, any and all of the holiday pay provisions and/or practices set forth in this MOU and which pre-date the City Council adoption of this 2010-11 MOU, shall be of no force and effect, but shall be reinstated effective July 1, 2012, subject to later modification pursuant to the meet and confer process for the 2012 calendar year.
- g. The following provisions (A and B) are ineffective and suspended during the term of this MOU for the designated holidays identified for the "furlough holiday bank":

Holiday Pay:

Employees whose regularly scheduled workday or work shift falls on a holiday and who work such a holiday shall receive compensation as follows:

- A. Time and one-half for time worked, and, at the employee's option:
 - 1. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
 - 2. Straight-time pay for time worked.
- B. Employees whose regularly scheduled workday or work shift falls on a holiday and who call in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work but not actually worked due to illness.

h. Pre-2010 Holiday Bank Utilization

Concurrent with City Council adoption of this 2010-11 MOU, the "floating holiday bank" existing prior to the date of said Council adoption, and including the 2010 and 2011 Thanksgiving Day, Christmas Day and Independence Day holiday hours shall be "limited" in that no cash distributions shall be allowed from said earned and accumulated existing holiday bank time in excess of 500 hours in the unit of representation per each fiscal year 2010 and 2011. Computation of the 500 hours per fiscal year shall commence on July 1, 2010 and July 1, 2011. Any employee separating from City employment during the term of the 2010-11 MOU, shall be compensated for said pre-existing earned and accumulated holiday bank time, but only to the extent allowed by rules, regulations, policies and practices applicable to employment-separation related cash distribution of said holiday bank time.

i. Holiday and Furlough Holiday Bank Reopeners

It is agreed and acknowledged by the parties that the principle purpose of the City in providing for the "holiday bank" concept during the 2010/11 and 2011/12 fiscal years is to provide economic savings to the City by elimination of holiday cash value and/or in premium holiday payment to employees working on designated holidays. Therefore, it is agreed by the parties that every six (6) months starting from the date of City Council adoption of this 2010-11 MOU, representatives of the City shall be authorized to reopen this MOU if the City determines that the anticipated per annum holiday and floating holiday fiscal savings of \$181,000 related to creation and use of the above "furlough holiday bank" are not reasonably likely to be realized.

4) Uniform Allowance, Article 2, Section 2.06

Uniform allowance will be reduced by half (\$350) with no allowance payable in January 2011 or January 2012. The amounts withheld, shall not be reimbursed on or after June 30, 2012. Uniform allowance distributions shall recommence effective with the pay date closest to July 1, 2012. Nonetheless, the one (1) time \$700.00 stipend provided to newly hired CSO and Public Safety Dispatch personnel shall continue to be provided during the term of this MOU. Uniform allowance shall recommence effective July 2012.

Representing the City with a professional appearance while working in the Dispatch Center and in the community, the City will maintain the current Dispatcher uniform.

5) Work Schedule, Article 12:

On an ongoing basis, the City will make changes in operations to provide efficient and economical services to our community. The City works on implementation with the affected employee groups if these changes relate to the terms and conditions of employment (i.e., side letter on Dispatch Schedule dated 5/13/10). These changes are not intended to be attributed towards specific bargaining unit concession calculations.

6) Health Insurance, Exhibit B:

Medical and Dental Insurance Plans:

This item will inform the Bargaining Unit that the Health Insurance Committee (HIC) is commencing its annual review of medical and dental insurance plans and the related designs of the various plans available to employees. Consistent with the MOU, the HIC may consider changes in health and dental plan design that may increase the cost to covered employees in such areas as doctor visit co-pays, prescription co-pays and the like.

The City will provide the lowest cost medical plan as recommended by the Health Insurance Committee (HIC) and approved by the City Council; and

Employee participation toward medical coverage will include the proportional percentage change in premium each "premium year" for the lowest cost medical plan after changes in Plan Design by the HIC and approval by the City Council.

The current rates, beginning January 1, 2010:

Employee Only	\$13.38 per month
Employee + One	\$26.74 per month
Family Coverage	\$40.12 per month