

CITY COUNCIL

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Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: February 1, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Human Resources Director
SUBJECT: Memorandum of Understanding between the City of Escondido and the Firefighters' Association – Safety Personnel.

RECOMMENDATION:

City Council adopt Resolution No. 2012-19, approving a Memorandum of Understanding between the City of Escondido and the Firefighters' Association for a one-year term commencing January 1, 2012 through December 31, 2012.

FISCAL ANALYSIS:

The total annual cost of this contract is \$165,200 or a 1.8% increase in compensation. Funding for this increase will be addressed during the FY 2012-13 operating budget process.

PREVIOUS ACTION:

On March 10, 2010, the City Council voted to adopt the Memorandum of Understanding between the Escondido Firefighters' Association – Safety Personnel, and the City of Escondido, for a two-year term that expired on December 31, 2011.

BACKGROUND:

City staff has met with the Escondido Firefighters' Association – Safety Unit, regarding cost-saving measures to the Memorandum of Understanding that expired on December 31, 2011. Attached Resolution No. 2012-19 outlines changes to working conditions and compensation that have been agreed to during this negotiation process.

Tentative agreement on issues before the negotiating group was reached on January 18, 2012. Members of the Bargaining Unit have voted in support of the agreement.

Respectfully submitted,


Sheryl Bennett
Director of Human Resources

RESOLUTION NO. 2012-19

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ESCONDIDO,
CALIFORNIA, APPROVING THE
MEMORANDUM OF UNDERSTANDING
WITH THE ESCONDIDO FIREFIGHTERS'
ASSOCIATION-SAFETY PERSONNEL

JANUARY 1, 2012 – DECEMBER 31, 2012

WHEREAS, negotiating teams from the City of Escondido and the Escondido Firefighters' Association have been duly appointed and have been conducting meet-and-confer sessions with respect to matters affecting both parties; and

WHEREAS, the Memorandum of Understanding ("MOU") by the City of Escondido ("City") and the Escondido Firefighters' Association ("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 MOU to provide for continuation of the harmonious relationship between the City and the Association; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve to the 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, the MOU with a term from January 1, 2012, through December 31, 2012, and also including terms as set forth in Exhibit "A", attached to this resolution and incorporated by this reference.

**City of Escondido
Escondido Firefighters' Association – Safety Personnel
Memorandum of Understanding
January 1, 2012 – December 31, 2012**

1. Term: January 1, 2012 – December 31, 2012.
2. Existing MOU Modifications: Changes to the Terms and Conditions of Employment that were adopted on March 10, 2010, shall remain in effect during the term of this MOU, except for the following:
 - a. Article XIX, Holidays, Section 1A: Reinstatement of 46 hours of in lieu holiday time for pay distributions effective the last payday in October 2012.
 - b. Article XXVIII, Certification and Education Incentive Pay: Reinstatement of Certification and Education Incentive Pay for eligible FFA unit members effective February 5, 2012 (pay period ending February 18, 2012).
3. Article XI, Employee Benefit Programs, Section 1: Implement a second tier retirement system under Government Code Section 20475 for newly hired employees. This second tier will be activated as soon as administratively possible. The following will be applicable to the second tier:
 - a. The City will provide Section 21362, the CalPERS 2% @ 50 retirement benefit.
 - b. Employees make 100% of the statutory employee contribution to CalPERS, currently 9.0%.
 - c. There will be no final-year concession of said payments to compensation for CalPERS benefit calculation purposes ("EPMC").
 - d. The City will provide 36 highest paid consecutive months for determining the average monthly pay rate.
4. Article XI, Employee Benefit Programs, Section 2D1: Update employee contribution amounts in the MOU to reflect 2012 rates. All other language in the MOU related to Health Insurance will remain the same.

For the contract year 2012, effective January 1, 2012, employee participation in medical coverage shall be:

Employee Only	\$15.64 per month
Employee + One	\$31.26 per month
Family Coverage	\$46.90 per month

5. MOU Language Clean-Up:

- a. Article XI, Employee Benefit Programs, Section 1F: Eliminate language regarding the City's Pension Review Ad Hoc Taskforce.
 - b. MOU Exhibit "B": Remove February 17, 2005 letter to the FFA President regarding the City's administration of Workers' Compensation Claims, as well as an associated reference under Article XI, Employee Benefit Programs, Section 8, Workers' Compensation.
 - c. Article XXVIII, Certification and Education Incentive Pay: Under "Technical Rescue Certification" delete Swift Water Rescue Operations and replace with Low Angle Rescue.
 - d. Article XXXII, MOU Reopeners: Delete current article and replace with #7 below.
 - e. MOU Exhibit "A": Replace salary grade step table in the current exhibit with a corrected salary table that represents a 5.0% variance between Firefighter/Paramedic and Fire Engineer. Currently, the variance is 4.97%. All affected employees in the Fire Engineer classification will be adjusted by 0.03% per the corrected salary table.
6. MOU Exhibit "C": Eliminate the "56 hour floor" and update "Procedure" Section A with the following – "EFFA members electing to donate leave time shall do so by submitting the proper form. These forms will be retained by Payroll. Time Bank usage will be coded "FTB" on the time sheet. Donations for additional hours shall be made when the Time Bank reaches 48 hours. The Time Bank shall not go into negative hours and shall not exceed 240 hours."
7. New Article XXXII, MOU Reopener, Healthcare Reform: At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and Escondido FFA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and Escondido FFA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.
8. New Article XXXIII, Personnel Rules and Regulations Review Committee: The City has drafted an updated Personnel Rules and Regulations document. Human Resources, the City Attorney's Office, and two representatives from each employee group shall meet on a regular basis to finalize and implement the updated Personnel Rules and Regulations.