

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: City Manager

AGENDA DATE: August 25, 2009

CONTACT PERSON/PHONE: William F. Studer, Deputy City Manager, 541-4252

DISTRICT(S) AFFECTED: All

SUBJECT: Resolution that the City Manager be authorized to sign a Memorandum of Understanding, amending the Articles of Agreement between the City of El Paso and Local 51, International Association of Firefighters, Inc.

BACKGROUND / DISCUSSION: A Memorandum of Agreement is proposed to amend Articles of Agreement (Collective Bargaining Agreement or CBA) that would make the following changes:

- The salary increases that will be paid during FY 2010, based on the wage scales set forth in the CBA, will be deferred from January 3, 2010 to April 11, 2010.
- The increase for employee contributions to the health plans scheduled for January 1, 2010 will be deferred to April 11, 2010.
- The City will extend the same life insurance benefits to the firefighters that it recently implemented for the civilian employees, which is to increase the coverage for employees from \$15,000 to \$50,000.
- The City will extend the maximum amount of shared sick leave that can be used under the program from 30 days to 60 days, an amount comparable to other similar programs.
- The Chief will be able to implement a new awards recognition program to formally recognize acts of outstanding service and acts of distinct heroism, to include awarding additional hours of vacation to top fire fighter recipients.

The proposed budget anticipates \$432,630 in savings for the City in FY 2010 resulting from these amendments. The members of Local 51 have voted to approve this MOU and amendment to the CBA.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

The collective bargaining agreement was approved by the City Council on March 18, 2008.

AMOUNT AND SOURCE OF FUNDING:

BOARD / COMMISSION ACTION: N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Understanding, amending the Articles of Agreement between the City of El Paso and Local 51, International Association of Firefighters, Inc.

Dated this _____ day of August, 2009.

CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen
Senior Assistant City Attorney

Paragraph 2. That Article XIV, Insurance, Section 1a, shall be revised to state as follows:

Section 1a. The Buy Up Plan and the Core Plan of the City of El Paso Health Insurance Benefit Program will not be amended for employees covered by the Agreement during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is subject to the employee contributing to such plan at the rate of contribution as agreed to by the parties and the rates agreed to by the parties shall not be amended during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is further subject to all program and coverage requirements, policies and conditions as set by the City for such plan, and the requirements, policies and conditions shall not be amended during the terms of this Agreement without the mutual consent of the parties. The benefits provided are those stated in the Master Contract Document (hereinafter referred to as "Master Contract Document") which is attached and incorporated herein as Appendix "F." This agreement, and the Master Contract Document for health benefits adopted herein, shall control the available health benefits during the term of this agreement, for employees covered by this Agreement.

For the calendar year 2008, the employee contribution to the Buy Up Plan shall be:

\$80.00 per month for employee coverage;

\$170.00 per month for employee coverage with one dependent; or

\$210.00 per month for employee coverage with two or more dependents.

For the calendar year 2009 and from January 1, 2010 through April 10, 2010, the employee contribution to the Buy Up Plan shall not exceed:

\$80.00 per month for employee coverage;

\$170.00 per month for employee coverage with one dependent; or

\$210.00 per month for employee coverage with two or more dependents.

For the period from ~~January 1, 2010~~ April 11, 2010 through December 31, 2010, the employee contribution to the Buy Up Plan shall not exceed:

\$84.00 per month for employee coverage;

\$178.50 per month for employee coverage with one dependent; or

\$220.50 per month for employee coverage with two or more dependents.

For the calendar year 2008, the contribution to the Core Plan shall be:

\$41.00 per month for employee coverage;

\$96.00 per month for employee coverage with one dependent; or

\$152.00 per month for employee coverage with two or more dependents.

The actual funding rates and benefits for the Core Plan on or after January 1, 2009 may vary annually in relationship to the civilian Core Plan.

Paragraph 3. That the Health Benefit Plan contained in Appendix F of the Articles of Agreement is hereby amended as set forth in Attachment No. 2 to this Memorandum of Understanding to reflect the changes made to the effective dates of certain employee contributions to the Buy Up Plan as are set forth in Paragraph 2 of this Memorandum of Understanding.

Paragraph 4. That Article XIV, Insurance, Section 3, of the Articles of Agreement shall be revised to state as follows, effective January 1, 2010:

Section 3. For the duration of this Agreement, the City shall maintain the term life and accidental death and dismemberment insurance policies ~~of \$15,000.00 for employees~~ to provide coverage in the same amount that is provided to civilian employees, but in no event in an amount of not less than \$15,000.00 for employees, and \$2,000.00 for the employee's spouse and \$1,000.00 for the employee's dependent children 14-days of age, but less than 19 years, unless the dependent is a full time student under 25 years of age.

Paragraph 5. That Article XVII, Shared Sick Leave, Section 2, of the Articles of Agreement shall be revised to state as follows, effective upon the execution of this agreement:

Section 2. Any fire fighter of the Fire Department who suffers a life-threatening medical condition and who has exhausted all available paid leave may make a written application to the Fire Chief to become a shared leave recipient. A life-threatening medical condition is defined as a severe medical condition, identified as life-threatening by a medical doctor, which is non-job related and which has a prolonged negative effect on the employee's health and incapacitates the employee for an extended period of time. Such conditions require in-patient hospital care, or prolonged out-patient care as determined to be medically necessary by a licensed physician. The maximum amount of shared sick leave that can be used is ~~thirty~~ sixty days.

Paragraph 6. That the parties agree that the Fire Chief, at his sole discretion, may develop and implement a pilot program for the duration of the current Agreement between the parties for the purpose of recognizing outstanding service and acts of distinct heroism by fire fighters, on or off duty, and the members of the public. Such program shall be a management prerogative and is intended only for the limited purposes established by the Chief and shall not grant or confer any rights to employees under this Agreement, nor shall the implementation of such a program become or constitute a past practice of the City as

addressed in Article VI, Section 4. The parties agree that as part of such a program, the Chief, at his sole discretion, may award additional hours of vacation or other leave to top fire fighter recipients of program awards.

Paragraph 7. Except as amended by this Memorandum of Understanding, all other provisions of the Articles of Agreement remain in full force and effect.

Dated this 25th day of August 2009.

THE CITY OF EL PASO

By _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

Elaine S. Hengen
Senior Assistant City Attorney

**LOCAL 51, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, INC.**

By _____
Joseph Tellez, President

ATTEST:

Emeral Hayden, Secretary

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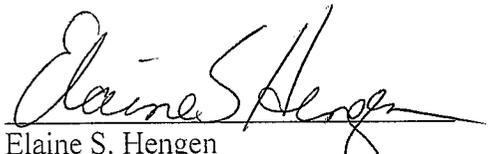
Dated this 25th day of August 2009.

THE CITY OF EL PASO

By

Joyce Wilson
City Manager

APPROVED AS TO FORM:


Elaine S. Hengen
Senior Assistant City Attorney

CITY CLERK DEPT.
09 AUG 13 PM 12:51

**LOCAL 51, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, INC.**

By

Joseph Tellez, President

ATTEST:

Emeral Hayden, Secretary

Attachment 1
Memorandum of Understanding, 2009

Amending Appendix A, in part

City Of El Paso
Fire Pay Schedule
April 11, 2010

A - 3

3%

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten	Step Eleven
FS1 Fire Fighter Fire Medic	Annual	36,305.32	38,123.68	40,027.10	42,033.94	44,132.01	46,339.51	48,656.45	51,089.27	53,643.12	56,325.28
	Monthly	3,025.44	3,176.97	3,335.59	3,502.83	3,677.67	3,861.63	4,054.70	4,257.44	4,470.26	4,693.77
	4-Weeks	2,792.72	2,932.60	3,079.00	3,233.38	3,394.78	3,564.58	3,742.80	3,929.94	4,126.40	4,332.72
	Biweekly	1,396.36	1,466.30	1,539.50	1,616.69	1,697.39	1,782.29	1,871.40	1,964.97	2,063.20	2,166.36
	Hour-8	17.454481	18.328692	19.243798	20.208625	21.217313	22.278611	23.392524	24.562149	25.789962	27.079462
	Hour-12	12.467486	13.091923	13.745570	14.434732	15.155223	15.913293	16.708946	17.544392	18.421401	19.342473
FS2 Fire Suppression Technician Fire Paramedic	Annual		42,033.94	44,132.01	46,339.51	48,656.45	51,089.27	53,643.12	56,325.28	59,141.55	62,098.68
	Monthly		3,502.83	3,677.67	3,861.63	4,054.70	4,257.44	4,470.26	4,693.77	4,928.46	5,174.89
	4-Weeks		3,233.38	3,394.78	3,564.58	3,742.80	3,929.94	4,126.40	4,332.72	4,549.36	4,776.82
	Biweekly		1,616.69	1,697.39	1,782.29	1,871.40	1,964.97	2,063.20	2,166.36	2,274.68	2,388.41
	Hour-8		20.208625	21.217313	22.278611	23.392524	24.562149	25.789962	27.079462	28.433438	29.855135
	Hour-12		14.434732	15.155223	15.913293	16.708946	17.544392	18.421401	19.342473	20.309598	21.325096
FS3 Fire Suppression Technician II	Annual		44,132.01	46,339.51	48,656.45	51,089.27	53,643.12	56,325.28	59,141.55	62,098.68	65,203.70
	Monthly		3,677.67	3,861.63	4,054.70	4,257.44	4,470.26	4,693.77	4,928.46	5,174.89	5,433.64
	4-Weeks		3,394.78	3,564.58	3,742.80	3,929.94	4,126.40	4,332.72	4,549.36	4,776.82	5,015.66
	Biweekly		1,697.39	1,782.29	1,871.40	1,964.97	2,063.20	2,166.36	2,274.68	2,388.41	2,507.83
	Hour-8		21.217313	22.278611	23.392524	24.562149	25.789962	27.079462	28.433438	29.855135	31.347933
	Hour-12		15.155223	15.913293	16.708946	17.544392	18.421401	19.342473	20.309598	21.325096	22.391380
FS4 Fire Lieutenant Medical Lieutenant	Annual						56,325.28	59,141.55	62,098.68	65,203.70	68,463.86
	Monthly						4,693.77	4,928.46	5,174.89	5,433.64	5,705.32
	4-Weeks						4,332.72	4,549.36	4,776.82	5,015.66	5,266.46
	Biweekly						2,166.36	2,274.68	2,388.41	2,507.83	2,633.23
	Hour-8						27.079462	28.433438	29.855135	31.347933	32.915317
	Hour-12						19.342473	20.309598	21.325096	22.391380	23.510941
FS5 Fire Captain	Annual						62,098.68	65,203.70	68,463.86	71,887.01	75,481.08
	Monthly						5,174.89	5,433.64	5,705.32	5,990.58	6,290.09
	4-Weeks						4,776.82	5,015.66	5,266.46	5,529.78	5,806.24
	Biweekly						2,388.41	2,507.83	2,633.23	2,764.89	2,903.12
	Hour-8						29.855135	31.347933	32.915317	34.561063	36.288981
	Hour-12						21.325096	22.391380	23.510941	24.686473	25.920701
FS6 Division Chief Asst Fire Marshal Battalion Chief Staff BN Chief	Annual					68,463.86	71,887.01	75,481.08	79,255.13	83,221.18	87,382.22
	Monthly					5,705.32	5,990.58	6,290.09	6,604.59	6,935.10	7,281.85
	4-Weeks					5,266.46	5,529.78	5,806.24	6,096.54	6,401.62	6,721.70
	Biweekly					2,633.23	2,764.89	2,903.12	3,048.27	3,200.81	3,360.85
	Hour-8					32.915317	34.561063	36.288981	38.103428	40.010183	42.010683
	Hour-12					23.510941	24.686473	25.920701	27.216734	28.578702	30.007630
FS7 Maint. Chief Admin. Chief Training Chief	Annual						75,481.08	79,255.13	83,221.18	87,382.22	91,744.90
	Monthly						6,290.09	6,604.59	6,935.10	7,281.85	7,645.41
	4-Weeks						5,806.24	6,096.54	6,401.62	6,721.70	7,057.30
	Biweekly						2,903.12	3,048.27	3,200.81	3,360.85	3,528.65
	Hour-8						36.288981	38.103428	40.010183	42.010683	44.108125
	Hour-12						25.920701	27.216734	28.578702	30.007630	31.505804
FS8 Deputy Chief Fire Marshal Medical Deputy Chief	Annual						79,255.13	83,221.18	87,382.22	91,744.90	96,332.12
	Monthly						6,604.59	6,935.10	7,281.85	7,645.41	8,027.68
	4-Weeks						6,096.54	6,401.62	6,721.70	7,057.30	7,410.16
	Biweekly						3,048.27	3,200.81	3,360.85	3,528.65	3,705.08
	Hour-8						38.103428	40.010183	42.010683	44.108125	46.313519
	Hour-12						27.216734	28.578702	30.007630	31.505804	33.081085
FS9 Assistant Chief Medical Assistant Chief	Annual						87,382.22	91,744.90	96,332.12	101,148.75	106,206.17
	Monthly						7,281.85	7,645.41	8,027.68	8,429.06	8,850.51
	4-Weeks						6,721.70	7,057.30	7,410.16	7,780.68	8,169.70
	Biweekly						3,360.85	3,528.65	3,705.08	3,890.34	4,084.85
	Hour-8						42.010683	44.108125	46.313519	48.629207	51.060659
	Hour-12						30.007630	31.505804	33.081085	34.735148	36.471899

City Of El Paso
ARFF
Fire Pay Schedule
April 11, 2010

		Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine	Step Ten
C - 1 ARFF TECHNICIAN I	Annual	33,842.42	35,298.91	36,869.26	38,431.04	39,997.12	41,597.04	43,434.86	45,606.58	47,886.92
	Monthly	2,820.20	2,941.58	3,072.44	3,202.59	3,333.09	3,466.42	3,619.57	3,800.55	3,990.58
	4-Weeks	2,603.26	2,715.30	2,836.10	2,956.24	3,076.70	3,199.78	3,341.14	3,508.20	3,683.60
	Biweekly	1,301.63	1,357.65	1,418.05	1,478.12	1,538.35	1,599.89	1,670.57	1,754.10	1,841.80
	Hour-8	16.270394	16.970630	17.725606	18.476462	19.229385	19.998577	20.882144	21.926240	23.022558
	Hour-12	11.621710	12.121878	12.661147	13.197473	13.735275	14.284698	14.915817	15.661600	16.444684
C - 2 ARFF / FUEL SAFETY TECHNICIAN	Annual	36,692.59	38,245.21	39,804.83	41,567.48	43,434.86	45,389.40	47,490.21	49,864.74	52,357.97
	Monthly	3,057.72	3,187.10	3,317.07	3,463.96	3,619.57	3,782.45	3,957.52	4,155.40	4,363.16
	4-Weeks	2,822.50	2,941.94	3,061.92	3,197.50	3,341.14	3,491.50	3,653.10	3,835.74	4,027.54
	Biweekly	1,411.25	1,470.97	1,530.96	1,598.75	1,670.57	1,745.75	1,826.55	1,917.87	2,013.77
	Hour-8	17.640668	18.387120	19.136938	19.984365	20.882144	21.821827	22.831832	23.973433	25.172101
	Hour-12	12.600477	13.133657	13.669241	14.274547	14.915817	15.587019	16.308451	17.123880	17.980072
C - 3 ARFF SUPERVISOR	Annual	39,804.83	41,567.48	43,434.86	45,512.77	47,490.21	49,627.25	51,860.46	54,453.53	57,176.20
	Monthly	3,317.07	3,463.96	3,619.57	3,792.73	3,957.52	4,135.60	4,321.71	4,537.79	4,764.68
	4-Weeks	3,061.92	3,197.50	3,341.14	3,500.98	3,653.10	3,817.48	3,989.26	4,188.74	4,398.16
	Biweekly	1,530.96	1,598.75	1,670.57	1,750.49	1,826.55	1,908.74	1,994.63	2,094.37	2,199.08
	Hour-8	19.136938	19.984365	20.882144	21.881139	22.831832	23.859255	24.932913	26.179582	27.488558
	Hour-12	13.669241	14.274547	14.915817	15.629385	16.308451	17.042325	17.809224	18.699701	19.634684

Attachment 2
Memorandum of Understanding, 2009

Amending Appendix H

BENEFIT SUMMARY

FEATURES	Transition Plan Effective 4-1-08 through 12-31-08		Transition Plan Effective 1-1-09 through 4-10-10		Buy Up Plan Effective 4-11-10 through 12-31-10		Core Plan Plan Effective 4-1-0 through 12-13-08	
	PPO	Out-of-Network	PPO	Out-of-Network	PPO	Out-of-Network	PPO	Out-of-Network
Individual annual deductible	\$100	\$1,000	\$250	\$1,000	\$300	\$1,000	\$1,000	\$3,000
Family annual deductible	\$300	\$2,500	\$750	\$2,500	\$750	\$2,500	\$2,500	\$7,500
Coinsurance paid by patient	10%	50%	10%	50%	10%	50%	20%	50%
Annual individual out-of-pocket	\$750	\$4,500	\$1,000	\$4,500	\$1,500	\$4,500	\$2,000	\$6,000
Maximum lifetime benefit	Combined \$5,000,000		Combined \$5,000,000		Combined \$5,000,000		Combined \$2,000,000	
Hospital Services	Open Access PPO	Out of Network	Open Access PPO	Out of Network	Open Access PPO	Out of Network	Open Access PPO	Out of Network
Per admission Copayment	\$100	\$500	\$100	\$500	\$100	\$500	\$3,000	\$500
Overall hospital charges	90%	50%	90%	50%	90%	50%	\$7,500	50%
Emergency room (ER) Copayment	\$75	\$250	\$75	\$250	\$75	\$250	50%	\$250
Professional Services							\$6,000	
Office Visits (one per year)								
PCP	\$15 Copayment	50%	\$20 Copayment	50%	\$20 Copayment	50%	\$20 Copayment	50%
Specialist	\$25 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%
Preventive Care	100%	50%	100%	50%	100%	50%	100%	50%
Other Physician services (lab, X-ray, Chiropractic)	90%	50%	90%	50%	90%	50%	80%	50%
Office visit	\$25 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$20 Copayment	50%
Other services	90%	50%	90%	50%	90%	50%	80%	50%
Annual Maximum	\$1500 combined		\$1500 combined		\$1500 combined		\$1500 combined	
Mental Health (except Serious Mental Illness)								
Inpatient facility	90%	50%	90%	50%	90%	50%	80%	50%
Physician for Inpatient Services	90%	50%	90%	50%	90%	50%	80%	50%
Outpatient Physician	\$25 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$20 Copayment	50%
Annual Maximum	N/A	\$10,000	N/A	\$10,000	N/A	\$10,000	N/A	\$10,000
Other Medical Expenses and Features								
Ambulance	90%	50%	90%	50%	90%	50%	80%	50%
Preferred Labs (in conjunction with office visit)	100%	N/A	100%	N/A	100%	N/A	100%	N/A
X-ray & Lab	90%	50%	90%	50%	90%	50%	80%	50%
Chemo/radiation therapy	100%	50%	100%	50%	100%	50%	80%	50%
Home health care (60 visits per year)	90%	50%	90%	50%	90%	50%	80%	50%
Hospice care (100 home visits per year, and 180 days in a Hospice facility per lifetime)	90%	50%	90%	50%	90%	50%	80%	50%
Physical & speech therapy (speech therapy under limited conditions)	90%	50%	90%	50%	90%	50%	80%	50%
Durable medical equipment	90%	50%	90%	50%	90%	50%	80%	50%
Pre-authorization and Continued Care Review	Required.	Required.	Required.	Required.	Required.	Required.	Required.	Required.
Requirements and Penalties	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty
Prescription Drug	Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply		Formulary and Cost Management Rules Apply	
Retail (30-day supply - participating pharmacies)								
Generic	\$10 Copayment		\$10 Copayment		\$15 Copayment		\$15 Copayment	
Preferred Brand	\$20 Copayment		\$25 Copayment		\$30 Copayment		\$30 Copayment	
Non-Preferred Brand	\$40 Copayment		\$40 Copayment		\$45 Copayment		\$45 Copayment	
Mail Order (90 day supply)								
Generic	\$20 Copayment		\$20 Copayment		\$30 Copayment		\$30 Copayment	
Preferred Brand	\$40 Copayment		\$50 Copayment		\$60 Copayment		\$60 Copayment	
Non-Preferred Brand	\$80 Copayment		\$80 Copayment		\$90 Copayment		\$90 Copayment	
Monthly Deduction Amounts			(not to exceed)		(not to exceed)		(actual funding rates and benefits may vary annually in relationship with the civilian plan)	
Employee Only	\$	80.00	\$	80.00	\$	84.00	\$	41.00
Employee + 1 Dependent	\$	170.00	\$	170.00	\$	178.50	\$	96.00
Employee + 2 or more Dependents	\$	210.00	\$	210.00	\$	220.50	\$	152.00