RESOLUTION NO. 2015-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MAINTENANCE AND OPERATIONS BARGAINING UNIT, TEAMSTERS LOCAL 911

JULY 1, 2015 – JUNE 30, 2018

WHEREAS, negotiating teams from the City of Escondido and the Escondido Maintenance and Operations Bargaining Unit, Teamsters’ Local 911, have been duly appointed and have been conducting meet-and-confer sessions with respect to matters affecting both parties; and

WHEREAS, a successor Memorandum of Understanding ("MOU") by the City of Escondido ("City") and the Maintenance and Operations Bargaining Unit, Teamsters’ Local 911 ("Union") 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 successor 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 term from July 1, 2015 through June 30, 2018, and also including terms as set forth in Exhibit “A,” attached to this resolution and incorporated by this reference.
City of Escondido
Maintenance and Operations Bargaining Unit
Teamsters Local 911
Successor Memorandum of Understanding
July 1, 2015–June 30, 2018

1. **Term:** July 1, 2015 - June 30, 2018. None of the terms are retroactive. All changes take effect upon the agreed effective date after City Council adoption of the Memorandum of Understanding (MOU).

2. **Article IV – Compensation Policy, Section 1A., Wages, Salary Range Increases:**

   Effective pay period beginning June 21, 2015, the base salary range for all represented classifications shall be increased by two percent (2.0%).

   Effective pay period closest to and including July 1, 2016, the base salary range for all represented classifications shall be increased by two percent (2.0%).

   Effective pay period closest to and including July 1, 2017, the base salary range for all represented classifications shall be increased by two percent (2.0%).

3. **Article IV – Compensation Policy, Section 1B., Wages, Utility Classification Equity Adjustments:**

   The following Utility benchmark classifications that are below market median are eligible for equity adjustments:
   - Control Systems Technician II
   - Park Ranger II
   - Plant Systems Technician II
   - Wastewater Treatment Plant Operator II
   - Water Distribution Technician II
   - Water Meter Reader
   - Water Service Representative
   - Water Treatment Plant Operator III

   Each benchmark classification will be reviewed by June 1, 2015, 2016 and 2017 to reassess market median using comparable agencies which were previously agreed to by both parties. For Wastewater classifications, Valley Center will not be used as a comparable agency. The surveyed market median data will include any salary increases that the Maintenance and Operations bargaining unit and comparable agencies will receive on the pay period closest to July 1, 2015, 2016 and 2017. The survey information will be provided to the bargaining unit for review and discussion as needed the month prior (June) to implementation.

   Following agreed upon survey results, classifications below market median will be eligible for an increase of **2.5% or 5.0%** each pay period closest to and including July 1, 2015, 2016 and 2017. The salary adjustment will depend on the Utility classifications’ salary proximity (variance) to the surveyed median results for comparable agency classifications. Utility classifications below median will be moved to the nearest salary grade (range) that results in an increase of 2.5% or 5.0%, and incumbents will remain on their current salary step. The change in salary grade will not have an effect on the incumbent’s anniversary date or eligibility to move to the next merit step prior to the equity adjustment.
The salary adjustments will continue each pay period closest to and including July 1, 2015, 2016 and 2017 until the benchmark classifications are at or closer to median for the term of the contract. Utility classifications which are benchmarked from the above-stated classifications are also eligible for equity adjustments. Those classifications are:

- Cross Connection Technician
- Senior Cross Connection Technician
- Senior Plant Systems Technician
- Senior Wastewater Collection Technician
- Senior Wastewater Treatment Plant Operator
- Senior Water Distribution Technician
- Wastewater Collections Technician
- Wastewater Treatment Plant Operator-in-Training
- Water Treatment Plant Operator-in-Training

4. Article IV – Compensation Policy, Section 1C., Wages, Salary Range Adjustments:

For the term of the 2015 – 2018 contract, the salary grade (range) for Wastewater Treatment Plant Operator I, II and III will be adjusted to the equivalent salary grade as the Water Treatment Plant Operator I, II and III. This adjustment will increase the Wastewater Treatment Plant Operator I, II and III by 2.5%. This salary adjustment will be included in the salary survey of comparable agencies prior to final equity adjustments effective pay periods closest to July 1, 2015, 2016 and 2017.

The current salary variance between Wastewater Treatment Plant Operator III and Senior Wastewater Treatment Plant Operator will be maintained after the adjustment of the Wastewater Treatment Plant Operator salary grade as stated above.

For the term of the contract, the salary grade (range) for Senior Wastewater Collections Technician will be adjusted to the equivalent salary grade as the Senior Water Distribution Technician. This adjustment will increase the Senior Water Distribution Technician by 5.0%.

5. Article IV – Compensation Policy, Section 19, Wastewater Treatment Plant Duty Operator Pay:

Effective pay period beginning June 21, 2015, the following classifications are eligible for Duty Operator Pay:

- Wastewater Treatment Plant Operator II’s with a State of California Grade III Certification or higher.
- Wastewater Treatment Plant Operator III’s assigned as the Duty Operator.

Those classifications will receive a stipend (flat dollar amount) which is equivalent to 5.0% above the salary of a Wastewater Treatment Plant Operator III, Step 5, for all hours worked as a Duty Operator.

6. NEW Article IV – Compensation Policy, Section 29, Concrete Crew Specialty Pay:

Effective pay period beginning June 21, 2015, Maintenance Technicians will be eligible for an additional $0.98 per hour for all hours assigned to the concrete crew. This specialty pay will not be granted during leave time such as sick leave, compensatory time off, or vacation.
7. **Article VI – Employee Benefits Program, Section 9D., Uniforms:**

   Employees may receive a light jacket/windbreaker in lieu of receiving the annual seven t-shirts. The acceptable jackets will be agreed upon by Management and Teamsters representatives.

8. **Article VIII – Tuition Policy:**

   Effective pay period beginning June 21, 2015, reinstate the Tuition Reimbursement Policy. A maximum of $8,000 will be allotted each fiscal year for the use of tuition reimbursement for all Bargaining Unit employees, as outlined within Article VIII.

9. **MOU Language Clean-Up:**

   General MOU Language clean-up was provided to the Maintenance and Operations Bargaining Unit for review and feedback, and subsequently agreed upon during negotiations.