



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Robert P. Jagger, Sr. Assistant City Attorney
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 ("Union") for calendar year 2023.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 9547 approved September 9, 2019, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with an increase in salaries equivalent in cost to an overall increase 2.75% for year 2021 and a 2.5% increase for year 2022.

Pursuant to Ordinance No. 9728 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance No. 9941 approved May 24, 2021, extended the Agreement for calendar year 2022 at the 2.75% increase.

BACKGROUND:

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2022 otherwise the parties shall commence negotiations for a successor contract upon request of Union. The terms and conditions of the extended term shall be on the same terms and conditions currently agreed except for the following:

1.) Salary shall be as provided or otherwise determined pursuant to Article 10 of the Agreement which provision provides for a salary increase for all steps of each Fire rank. An increase of 2.5% for all steps will be provided.. The wage provision is further structured to eliminate steps in the promotional classes in 2023 and set wages for the promotional classes based upon a percentage of top step fire fighter wages. For example, Engineer's wages would be 107% of the top step fire fighter wages, EMO would be 110% of the top step fire fighter wages, Inspectors would be 112% of the top step fire fighter wages, Captains would be 130% of the top step fire fighter wages and Assistant Chief would be 150% of the top step fire fighter wages.; and

2.) Health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

3.) Under the current Agreement, the parties are required to meet as a joint labor management committee to study possible transition to a two days on four days off or 48-96 hour schedule ("48/96 Schedule") from the City's current one day on two day off or 24-48 hour schedule ("24/48 Schedule"). In the event that City Council extends the Labor Agreement through December 31, 2023, the committee will commence meeting on or before June 2, 2022 and work in good faith to negotiate terms and conditions with respect to transitioning to a 48/96 Schedule for a 1-year trial period to occur in calendar year 2023 ("Trial Period MOU"); provided, however, any Trial Period MOU, including transitioning to or, if applicable, reverting from a 48/96 Schedule shall not result in any increase in costs to the City from those costs the City would have incurred if the City had remained on a 24/48 Schedule. If the City and Union are unable to reach an agreement with respect to the Trial Period MOU on or before September 1, 2022, any unresolved issues shall be submitted to binding interest arbitration in accordance with, unless otherwise herein provided, Sections 8-14(r) through 8-14(v), City Charter. It is stipulated and agreed that the factors considered by the arbitrator under Section 8-14(t), City Charter, shall include the effect of any proposal with respect to sick leave use, other leave use, accrual, fatigue, accidents or injuries. The Mayor is authorized to approve and execute any Trial Period MOU in the name of the City, whether agreed to by the parties or determined pursuant to binding interest arbitration. In December 2023, the parties may by mutual agreement adopt the 48/96 Schedule on other than a trial basis and implement the necessary amendments to the Labor Agreement consistent with the Trial Period MOU. If there is no such mutual agreement to amend the Labor Agreement approved and executed by City and Union on or before December 31, 2023, the 48/96 Schedule will revert to the existing 24/48 Schedule.

FINANCIAL IMPLICATIONS:

Wages would be increased in an amount equivalent in cost to an increase of 2.5 % with a cost of approximately \$341,188 (including associated salary-related benefits). Final step increase costs for the year are estimated to be \$66,787. Health insurance will be determined in

accordance with the Amendment. As above noted, the amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Association of Fire Fighters Local No. 3 negotiated a collective bargaining agreement and subsequent amendment thereto commencing January 1, 2021 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2023; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of Agreement be authorized by separate Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Association of Fire Fighters Local No. 3, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2023 through December 31, 2023 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 10 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

Council did not act to override the Mayor's veto.

Ordinance re-adopted on a vote of _____, on _____

Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk