



## Folsom City Council Staff Report

<b>MEETING DATE:</b>	9/8/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No.10522 – A Resolution Authorizing Adoption of an Addendum to the Memorandum of Understanding between the City of Folsom and the Sacramento Association of Firefighters, Local 522
<b>FROM:</b>	City Manager's Office and Human Resources Department

### **RECOMMENDATION / CITY COUNCIL ACTION**

The Human Resources Director recommends that the City Council pass and adopt Resolution No. 10522 - A Resolution Authorizing Adoption of an Addendum to the Memorandum of Understanding between the City of Folsom and the Sacramento Association of Firefighters, Local 522

### **BACKGROUND / ISSUE**

Local 522 represents 66 employees in the Safety category that includes Firefighters, Fire Engineers, and Fire Captains. It represents employees whose base salaries total over \$5.5 million.

The existing Memorandum of Understanding between the City of Folsom and Local 522 does not address issues that are due to recent federal legislation and the COVID-19 pandemic. The parties discussed approaches to these issues and a tentative agreement was made on August 25, 2020.

The Addendum to the Memorandum of Understanding (MOU) is being presented to the City Council on September 8, 2020 for consideration and approval.

## **POLICY / RULE**

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

## **ANALYSIS / FINANCIAL IMPACT**

The Addendum grants employees in Local 522 bargaining unit a Childcare Leave Program (CLP) of up to 480 hours. This program is for the sole purpose of caring for their children (under age 14) because of their school being closed for COVID-19 reasons or their childcare provider is unavailable due to COVID-19 reasons.

Employees shall remain exempt from all provisions of the Family First Coronavirus Response Act.

CLP leave shall be paid based on 100% of the employee's regular pay.

The CLP leave can be used before an employee utilizes any other paid leave benefit provided by the City, requires proof of need and search for childcare services.

CLP leave shall not have any cash-out value, there is no use at the time of separation of employment, and it cannot be donated to catastrophic leave or transferred to another employee for any reason.

It is recognized that not all eligible employees can take childcare leave at the same time and that the City has the right to approve such requests. Leaves for any purpose are also limited to no more than 15% of a shift.

The CLP will have a fiscal impact on the Fiscal Year 2020-2021 budget as it can be expected that some employees on CLP leave will be replaced and that will be done by the use of overtime. Cost will be determined based on how many employees need to be replaced and for how long. It will allow the employees to carry over their regular accrued leave time to some future period and may have an impact at that time.

The Addendum shall sunset upon the termination of the State of Emergency regarding the coronavirus.

## ATTACHMENTS

1. Resolution No. 10522 – A Resolution Authorizing Adoption of an Addendum to the Memorandum of Understanding between the City of Folsom and the Sacramento Association of Firefighters, Local 522.
2. Proposed Addendum to the Memorandum of Understanding between the City of Folsom and the Sacramento Association of Firefighters, Local 522.

Submitted,

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James Francis,  
Asst. City Manager/ Director of Human Resources

## **ATTACHMENT 1**

**RESOLUTION NO. 10522 – A RESOLUTION AUTHORIZING ADOPTION OF AN  
ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF FOLSOM AND THE SACRAMENTO ASSOCIATION OF  
FIREFIGHTERS, LOCAL 522**

**RESOLUTION NO. 10522**

**A RESOLUTION AUTHORIZING ADOPTION OF AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE SACRAMENTO ASSOCIATION OF FIREFIGHTERS, LOCAL 522**

**WHEREAS**, the City of Folsom and the Sacramento Association of Firefighters, Local 522 have reached an agreement to amend the existing Memorandum of Understanding regarding certain terms and conditions of employment:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that the Addendum to the Memorandum of Understanding (MOU) between the City of Folsom and the Sacramento Association of Firefighters, Local 522 is hereby approved, and

**BE IT FURTHER RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute said Addendum to the Memorandum of Understanding on behalf of the City of Folsom.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September 2020 by the following roll-call vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

ABSTAIN: Council Member(s):

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Sarah Aquino, MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

## **ATTACHMENT 2**

**Proposed Addendum to the Memorandum of Understanding  
between the City of Folsom and the Sacramento Association of  
Firefighters, Local 522**

**ATTACHMENT 2 - AMENDMENT TO ARTICLE VIII  
OF THE  
2019- 2022 MEMORANDUM OF UNDERSTANDING  
BEWEEN  
CITY OF FOLSOM  
AND  
SACRAMENTO ASSOCIATION OF FIREFIGHTERS,  
LOCAL 522, IAFF, FOLSOM UNIT**

This Amendment amends the September 16, 2019 through June 30, 2022 Memorandum of Understanding (MOU) between the City of Folsom and Local 522, IAFF, by adding Section 13 to Article VIII as follows:

**13. Childcare Leave Program**

**A. Program**

Subject to the eligibility requirements set forth in Section B below:

1. Employees will be granted up to 480 hours of Childcare Leave for the sole purpose of caring for their children because of their school being closed for COVID-19 reasons or their childcare provider is unavailable due to COVID-19 reasons.
2. If an employee uses up their 480 hours of Childcare Leave, they may use their annual leave and their sick leave to extend their leave under this program.
3. At the employee's discretion, if an employee uses all their annual leave and sick leave, they may be advanced up to one calendar years' worth of their annual leave accrual. Such advance shall be paid back on a schedule that reduces future accruals by 50% until paid in full.

**B. Eligibility**

1. Employees must be current (as of July 1, 2020) members of Local 522, IAFF, Folsom Unit.
2. Employees shall not be covered under the City's Emergency Leave Program.
3. Employees shall remain exempt from all provisions of the Family First Coronavirus Response Act (FFCRA).
4. The employee must not be in probationary status at the time of using the Childcare Leave. Employees on probation may be subject to having their probation extended.
5. Employee must be the parent, or legal guardian, of the child being cared for.
6. Children being cared for must be less than 14 years of age or less than 18 years of age if they have a documented special need.
7. The Childcare Leave program is intended to be the alternative of last choice, not the first choice for childcare. Therefore, the employee must be the last option for providing the necessary care and must provide documentation prior to approval and periodically of school closures, unavailability of normal providers, efforts to secure childcare services, and notices of placement on a childcare waiting list.

**C. Administration**

1. When an employee is on Childcare Leave, they will be paid 100% of their regular pay as calculated when using annual leave.
2. Time may be taken intermittently.
3. Leave must be approved, in advance if practical by the Fire Chief or designee, and by the HR Director or designee.
4. No more than fifteen percent (15%), (rounded to the nearest whole number), plus one (1) per shift within the Fire Captain, Fire Engineer, or Firefighter classifications shall be granted leave for any purpose at any one time. Exceptions to this may be granted by the Fire Chief so long as it does not result in a mandatory hire.
5. It is recognized that not all eligible employees can take childcare leave at the same time and that it is the City's absolute right to decide on whether to approve childcare leave requests. In doing so, the City may consider, but not limited to, the following: seniority, special work skills and abilities, program coverage, status of other family members/parent employed with the City, emergency needs of the City, budgetary considerations, any special needs of the children being cared for, and the status of other family members in the home.
6. Any approved retroactive replacement of annual leave used for childcare since March 4 shall count towards the 480 hours of paid leave time, at the employee's discretion.
7. Employee will continue to accrue annual leave while using Childcare Leave.
8. Childcare Leave time cannot be carried over beyond the sunset date, has no cash value and cannot be cashed out at any time, and cannot be donated to another employee.
9. An employee on Childcare Leave may be called in to work, at the discretion of the Fire Chief, at any time and, therefore, must have an emergency plan for childcare that will enable them to be at work within four hours.
10. All provisions for filing grievances shall be waived for any decision made or action taken by the City for the purpose of administering this program. Article XII of the 2019-2022 Memorandum of Understanding between Local 522, IAFF, Folsom Unit and the City of Folsom shall not be applicable to this Amendment.
11. This Amendment shall sunset upon the termination of the State's COVID-19 State of Emergency, the Order of the Sacramento County Health Officer, and the Order of the Folsom City Manager, whichever comes first.

**City of Folsom**

**Sacramento Area Firefighters Association  
Local 522, IAFF, Folsom Unit**

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Elaine Andersen, City Manager

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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James Francis, HR Director

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