

SIDE LETTER AGREEMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WEST COVINA
AND
WEST COVINA FIREFIGHTERS ASSOCIATION, I.A.F.F., LOCAL 3226
JANUARY 1, 2017 UNTIL JUNE 30, 2022

The City of West Covina and the West Covina Firefighters' Association, I.A.F.F. Local 3226 ("WCFFA") have met and conferred and reached an agreement on a five -and-a-half-year contract extension, for the period of January 1, 2017 until June 30, 2022, on the WCFFA Memorandum of Understanding ("MOU"). The parties agree that: 1) WCFFA employees will receive a 12% increase in their salaries and 2) entry level WCFFA employees will only be required to be a firefighter. On the condition that the City obtains new on-going General Fund¹ revenue exceeding three million dollars annually the agreement between the parties is as follows: 1) The City shall conduct a total compensation survey of comparable employers and provide a pay and benefit program that is fair relative to what other employers are paying; 2) The City shall increase WCFFA's compensation so that WCFFA's total compensation, wages and benefits, will be between the second and third ranked agencies on the survey; 3) The City shall provide a one-time Consumer Price Index adjustment to each employee who is a member of the WCFFA in the amount of 3% of the employees' salaries for the period of fiscal years 2017-2018, 2018-2019, & 2019-2020, 4) The City shall increase WCFFA's compensation effective July 1, 2021 based on the April 2020 – April 2021 U.S. Department of Labor, Bureau of Labor Statistics consumer price index for Los Angeles – Long Beach – Anaheim and 5) new entry level firefighters will be required to be firefighter/paramedics.

This Side Letter Agreement includes the following:

A. Total Compensation Survey

Recognizing that if competitive wages and benefits are not offered, recruitment and retention problems quickly arise, and to ensure that employees are offered competitive salaries and benefits, the parties agree that a total compensation survey including both direct pay and employee benefits shall be conducted. The parties agree that the following Fire Departments shall be utilized within the survey: Cities of Alhambra, Burbank, Downey, Fullerton, Montebello, Monterey Park, Ontario, Pasadena, & West Covina, the Chino Valley Independent Fire District and the County of Los Angeles

B. Establishment of Pay and Benefit Levels

The parties agree that total compensation, including both direct pay and employee benefits, plays a strong role in the success of the City in attracting and retaining high-performing employees. The City shall:

¹ All references to "new on-going General Fund revenue exceeding three million dollars annually" shall be calculated using the difference between actual revenues received in fiscal year 2019-2020 to any new increased General Fund revenue.

1) Effective the pay period beginning on or after January 12, 2020, all classifications in the unit shall receive an twelve percent (12%) salary increase above their assigned salary range that was in effect on December 31, 2019, and

2) If the City obtains new on-going General Fund revenue exceeding three million dollars annually establish competitive pay and benefits by setting compensation levels based on the fire departments that are ranked two and three within the survey referenced in subsection A of this Side Letter. WCFFA's compensation will be half of the difference between 2nd and 3rd ranked fire departments in subsection A of this Side Letter. WCFFA's compensation will make WCFFA the new third-ranked fire department on the labor market survey.

C. Consumer Price Index Adjustment

If the City obtains new on-going General Fund revenue exceeding three million dollars annually, the parties agree that the City will pay all current employees who are WCFFA members a one-time Consumer Price Index adjustment. The Consumer Price Index adjustment shall be calculated based on the equivalent of 3% increase to the employee's base pay for the period of fiscal years 2017-2018, 2018-2019, and 2019-2020. The Consumer Price Index adjustment shall be paid in a single lump sum payment to each active member of the WCFFA.

D. MOU amendments

The MOU shall be amended to read as follows:

SECTION 19. SPECIAL PAY

A. Emergency Medical Technician Pay

1. Engineer and Captains shall receive four percent (4%) above base salary for maintaining a current and valid EMT-P certification.
2. All classifications in this unit not receiving pay for maintaining his/her EMT-P certification, shall receive two percent (2%) above base salary for maintaining his/her current and valid EMT-I certificate. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as an educational premium.
3. Engineers and Captains shall receive a \$100 shift premium when serving as the assigned Paramedic on an Engine, Ladder Truck or Quint.

SECTION 2.1 MINIMUM STAFFING POLICY

The City will maintain a minimum staffing of Companies and Units as follows:

- A. Three-person engine companies (1 Captain, 1 Engineer, 1 Firefighter), one of whom shall be a Paramedic.

- B.** One (1) four-person truck company (1 Captain, 1 Engineer, 2 Firefighters), one of whom shall be a paramedic. The City reserves the right to change the herein minimum staffing level as set forth in this subsection "B".
- C.** Three (3) two-person paramedic rescue ambulances (2 Firefighters/Paramedics).
- D.** The City shall maintain a maximum of 9 Firefighters positions.
- E.** New Hires

The Association and the City acknowledge that the current firefighter/paramedic model is resulting in unsustainable overtime liability for the City. To address the overtime issue, the parties have agreed that all new hires for the City will only be required to be firefighters. However, upon the City receiving a new on-going General Fund revenue exceeding three million dollars annually, the parties agree that the new hires will be required to be firefighter/paramedics and the City shall revert back to the previous staffing model through attrition.

PARTIES TO THE AGREEMENT

WEST COVINA FIREFIGHTERS ASSOCIATION, I.A.F.F., LOCAL 3226



Matt Jackson, President



Todd Smith, Vice President



Michael McGill, Association Attorney

CITY OF WEST COVINA:



David N. Carmany, City Manager



Helen Tran, Director of Human Resources



Thomas P. Duarte, City Attorney