



City Council Agenda Report

Meeting Date: June 6, 2023

TO: City Council

FROM: Chelsea Phebus, Director of Human Resources & Risk Management

RE: Amending the City of Chico and IAFF's Memorandum of Understanding effective July 1, 2021 – June 30, 2025, to update payment of gym memberships.

REPORT IN BRIEF:

Upon approval, this item updates the City of Chico and the International Association of Firefighters (IAFF) Memorandum of Understanding effective July 1, 2021 through June 30, 2025 with the provisions of the Letter Agreement, which updates gym membership payment.

Recommendation: Staff Recommends approval of the IAFF Letter Agreement.

FISCAL IMPACT:

There is no additional fiscal impact beyond what has already been budgeted for payment of gym memberships.

BACKGROUND/DISCUSSION:

Section 1.10 of the IAFF Memorandum of Understanding provides for a Letter Agreement for Variation of Provisions, which allows the City and Union to vary from strict adherence to the provisions agreed upon in the MOU when it is to the mutual benefit for the City and Union to do so. Additionally, pursuant to the Meet and Confer provisions within Section 2R.72.250 of the Chico Municipal Code, when the meet and confer process is concluded between the City and a recognized employee organization, all agreed-upon matters shall be incorporated in a written memorandum of understanding and signed by the City and bargaining representative. Said memorandum of understanding shall be submitted to the City Council for determination and implementation on matters over which the Council has authority. A memorandum of understanding shall not be binding on the City or recognized employee organization until approved by the City Council.

The agreed-upon Letter Agreement provides a conclusion to the recent meet and confer process regarding gym membership payment.

Prepared by:

Chelsea Phebus
Director of Human Resources & Risk Management

Approved and Recommended by:

Mark Sorensen
City Manager

DISTRIBUTION:

City Clerk (3)

ATTACHMENTS:

IAFF Letter Agreement

LETTER OF AGREEMENT

LETTER OF AGREEMENT BETWEEN CITY OF CHICO AND THE ASSOCIATION OF FIRE FIGHTERS, LOCAL 2734, REGARDING GYM MEMBERSHIP PAYMENT

Pursuant to Subsection 1.10, entitled “Letter Agreement for Variation of Provisions” of the Memorandum of Understanding between the City of Chico and International Association of Fire Fighters (“IAFF”) Regarding Pay, Hours and Other Terms and Conditions of Employment for the Period of January 1, 2021 through June 30, 2025 (“2022 MOU-IAFF”), the City of Chico (“City”) and International Association of Fire Fighters (“IAFF”) (collectively referred to as “the Parties”) enter into this Letter of Agreement to document adjustments to gym membership payment.

Therefore, the Parties agree to language modification as follows:

6.5 HEALTH AND FITNESS FACILITIES. City agrees to reimburse employees up to \$50.00 per month for the cost of health and fitness facilities to assist Employees in attaining and maintaining overall wellness and physical fitness goals. Employees may utilize such facilities at Employees' option provided, however, employees shall provide proof of ~~quarterly~~ membership every six (6) months. ~~Active military duty or extended illness or injury on the part of an Employee may be considered in relieving an Employee of the need to meet this requirement in a particular calendar period. Employees requesting such an exception shall request the exception in writing from the Human Resources and Risk Management Office and may be required to provide documentation of such incapacity.~~

A. Employees shall have the right to select a health and fitness center provided, however, that:

1. Eligible health and fitness centers shall be defined as privately operated physical fitness businesses which provide at least the following: weight training equipment, aerobic apparatus and equipment, and aerobic exercise classes. Shall also mean fitness memberships to Interactive Virtual Training (e.g.: Peloton, The Mirror, Nordic Track, etc.);

2. The Employees shall be responsible for the payment of any initiation fee;
and

3. City's maximum obligation for payment of an individual Employee's monthly membership fee shall not exceed \$50.00. IAFF agrees that Employees who select

health/fitness centers with monthly membership fees exceeding City's maximum payment amounts shall be responsible for the payment of such additional fee amounts.

4. City shall reimburse Employees for ~~monthly~~ membership fees up to the maximum monthly City payment amount set forth above upon submittal by such Employees of the appropriate City claim form and evidence of payment of such ~~fees and participation at the required level, generally once every six (6) months:~~

~~5. Employees may request an advance of up to three (3) months of monthly dues by completing a request form which will be developed by the Human Resources and Risk Management Office which shall include an authorization for the City to recover such advance, or portion thereof, for which the Employee does not meet the participation or documentation requirements, over three bi-weekly pay periods.~~

~~6.5.~~ All claims shall be submitted within ninety (90) days following the end of the coverage period to be eligible for reimbursement.

1. Any amendments or modifications to this Letter Agreement shall be in writing, signed and dated by both parties.
2. All other terms and conditions in the 2022 MOU-IAFF remain in full force and effect.

Signed and dated as follows:

For IAFF:


Ken Smith (May 13, 2023 06:07 PDT)

Ken Smith, President (Date)
Labor Relations Representative

For the City of Chico:


Mark Sorenson (May 13, 2023 07:01 PDT)

Mark Sorenson (Date)
City Manager

Approved as to Form:


Vincent Ewing (May 15, 2023 08:41 PDT)

Vincent C. Ewing, City Attorney*

*Pursuant to the Charter of the City of Chico, Section 906 (D)