

**Side Letter of Agreement
Between
City of Fresno
And
Fresno City Employees Association (FCEA)**

Emergency Services Dispatcher II/III Lateral Hire Incentives

The City of Fresno and the Fresno City Employees Association (FCEA), representing Unit 3, have met and conferred, and have agreed to implement the following incentive plan for Fiscal Year 2019:

- To be eligible for the below hiring incentives, a qualified lateral Emergency Services Dispatcher (“ESD”) II/III candidate (“Eligible Lateral Hire”) must, at the time of filing the employment application: (1) be currently working for another law enforcement agency in a classification equivalent to an Emergency Services Dispatcher II with the City of Fresno Police Department; and (2) have a minimum of two years equivalent experience immediately prior to hire. Lateral ESD hires with prior full-time Fresno Police Department experience are not eligible under the terms of this Agreement unless they have a minimum of two years separation from the Fresno Police Department as a permanent full-time ESD and have met the requirements described above for Eligible Lateral Hires, in which case they will be deemed an Eligible Lateral Hire for purposes of this hiring incentive plan.
- Upon hire, an Eligible Lateral Hire will be provided with forty (40) hours of vacation time into their vacation leave bank and forty (40) hours of sick leave time into their sick leave bank, to be used as outlined in the FCEA MOU and City policy. The 40 hours of vacation and sick leave provided at the time of hire are immediately available for use.
- Upon hire and commencement of work as an ESD II or III with the Fresno Police Department, an Eligible Lateral Hire from another law enforcement agency will receive a one thousand dollar (\$1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.
- Upon successful completion of the ESD training program, as determined by Police Administration, the Eligible Lateral Hire will receive one thousand dollars (\$1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.
- Upon successful completion of the probationary period as an ESD II or III, the Eligible Lateral Hire will receive a one thousand dollar (\$1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.
- Upon successful completion of an additional twelve months of City service following the successful completion of the probation period, the Eligible Lateral Hire will receive a one thousand dollar (\$1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.
- Eligible Lateral Hires will be hired at no less than “C” Step of the ESD II or III salary range.
- The City retains the right and exclusive authority to offer step placement above C Step of ESD II or III salary range based on the Eligible Lateral Hire’s qualifications and other

factors such as experience, training and certifications. The salary range placement shall be included in the conditional employment offer letter provided to the Eligible Lateral Hire.

- Current City of Fresno ESDs who refer an Eligible Lateral Hire will receive an incentive of up to a total of one thousand dollars (\$1,000) for hired and retained Eligible Lateral Hires in increments of two hundred fifty (\$250) at the time the Eligible Lateral Hire receives the particular hiring incentive(s) outlined above. The referral incentive for current City of Fresno ESDs is not compensable for retirement purposes.
- Only one current City of Fresno ESD can be identified as the referring ESD for each Eligible Lateral Hire for purposes of the referral incentive outlined above. The current City of Fresno ESD referring the Eligible Lateral Hire must be identified in writing by the Eligible Lateral Hire at the time the application for employment is submitted to obtain the referral incentive. Referring City of Fresno ESDs may not receive more than five (5) referral incentives per fiscal year.

This Agreement will be effective August 30, 2018 and will expire June 30, 2019, unless the City and FCEA mutually agree to extend this Agreement in writing and upon Council approval.

FOR THE FRESNO CITY
EMPLOYEES ASSOCIATION:

FOR THE CITY OF FRESNO:

TONY SILVA
Labor Representative

KENNETH G. PHILLIPS
Labor Relations Manager

JERRY DYER
Police Chief

Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 
Assistant City Attorney