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Title: Actions pertaining to the Fresno City Employees Association (FCEA) for Unit 3, Non-Supervisory White Collar; and Non-Supervisory Blue Collar (Local 39) for Unit 1.
1.***Adopt a successor Memorandum of Understanding between the City of Fresno and the Fresno City Employees Association (FCEA) for Unit 3, Non-Supervisory White Collar (Subject to Mayor's Veto)
2.***RESOLUTION: Adopt the Fifth Amendment to FY 2019 Salary Resolution No. 2018-159, amending Exhibit 3, Unit 3, Non-Supervisory White Collar (FCEA) as required by the Memorandum of Understanding between the City of Fresno and the Fresno City Employees Association (FCEA); and amend Exhibit 1, Unit 1, Non-Supervisory Blue Collar (Local 39) to retitle Aviation Mechanic to Aviation Mechanic II, add the classification of Aviation Mechanic I, and a salary range for the class. (Subject to Mayor's Veto)
3.***Approve Side Letter of Agreement with the Fresno City Employees Association (FCEA), for Unit 3, Non-Supervisory White Collar, regarding Lateral Hire Incentives for Emergency Services Dispatchers II/III (Subject to Mayor's Veto)

Sponsors: Personnel Services Department

Indexes:

Code sections:

Attachments: 1. FCEA MOU 2018 Redline.pdf, 2. FCEA MOU 2018 Final.pdf, 3. FCEA Costing 18-08-22.pdf, 4. Side Letter - ESD Lateral Hire Incentives.pdf, 5. Resolution - 5th Amend to FY19 Salary Resolution.pdf, 6. Salary Tables - 5th Amend to FY19 Salary Resolution_REDLINE.pdf, 7. Salary Tables - 5th Amend to FY19 Salary Resolution_FINAL.pdf, 8. Supplemental Staff Report and Attachments 18-1022 (3-F).pdf

Date	Ver.	Action By	Action	Result
8/30/2018	1	City Council	adopted	Pass

REPORT TO THE CITY COUNCIL

August 30, 2018

FROM: JEFF CARDELL, Director
Personnel Services Department

BY: KEN PHILLIPS, Labor Relations Manager
Personnel Services Department

SUBJECT

Actions pertaining to the Fresno City Employees Association (FCEA) for Unit 3, Non-Supervisory White Collar; and Non-Supervisory Blue Collar (Local 39) for Unit 1.

- 1.***Adopt a successor Memorandum of Understanding between the City of Fresno and the Fresno City Employees Association (FCEA) for Unit 3, Non-Supervisory White Collar **(Subject to Mayor's Veto)**
- 2.***RESOLUTION: Adopt the Fifth Amendment to FY 2019 Salary Resolution No. 2018-159, amending Exhibit 3, Unit 3, Non-Supervisory White Collar (FCEA) as required by the Memorandum of Understanding between the City of Fresno and the Fresno City Employees Association (FCEA); and amend Exhibit 1, Unit 1, Non-Supervisory Blue Collar (Local 39) to retitle Aviation Mechanic to Aviation Mechanic II, add the classification of Aviation Mechanic I, and a salary range for the class. **(Subject to Mayor's Veto)**
- 3.***Approve Side Letter of Agreement with the Fresno City Employees Association (FCEA), for Unit 3, Non-Supervisory White Collar, regarding Lateral Hire Incentives for Emergency Services Dispatchers II/III **(Subject to Mayor's Veto)**

RECOMMENDATION

It is recommended Council: (1) approve the attached Memorandum of Understanding (MOU) to implement wages, hours and other terms and conditions of employment for City employees in Unit 3, Non-Supervisory White Collar, represented by FCEA; (2) adopt the Fifth Amendment to the Fiscal Year 2019 Salary Resolution No. 2018-159, amending salaries in Exhibit 3, Unit 3, Non-Supervisory White Collar (FCEA); and amend Exhibit 1, Unit 1, Non-Supervisory Blue Collar (Local 39) to add the classification of Aviation Mechanic I and a salary range for the class, and retitle Aviation Mechanic to Aviation Mechanic II; and (3) approve a Side Letter of Agreement with FCEA which provides a provision for incentives for qualified Emergency Services Dispatcher (ESD) II/III lateral hires and current ESDs who refer lateral hires.

EXECUTIVE SUMMARY

The City and FCEA reached a tentative agreement on a successor MOU which will replace the MOU that expired on June 30, 2017. The MOU provides for an agreement from June 25, 2018 through December 20, 2020, increases to wages, equity adjustments to salaries for the classes of ESD I/II/III, and other changes in terms or conditions of employment. To implement the MOU it is necessary to approve the Fifth Amendment to FY 2019 Salary Resolution No. 2018-159, amending salaries Exhibit 3, Unit 3, Non-Supervisory White Collar (FCEA). The MOU and Salary Resolution Amendment are retroactively effective June 25, 2018. Further, in order to achieve hiring goals for experienced ESD II/III, Council is asked to approve a Side Letter of Agreement with FCEA which implements a provision for incentives for qualified ESD II/III lateral hires and current ESDs who refer lateral hires.

In collaboration with the Police Department, Personnel Services has modified the existing classification of Aviation Mechanic by making it a flexibly staffed classification. This change is in response to recent unsuccessful recruitment efforts for Aviation Mechanic. The modification will afford the department the ability to appoint at the entry level (Aviation Mechanic I) or the journey level (Aviation Mechanic II). The title change from Aviation Mechanic to Aviation Mechanic II, and adding the new classification of Aviation Mechanic I and its associated salary range, are effective October 1, 2018.

BACKGROUND

The City and FCEA started meeting in May 2017 towards reaching agreement on a successor MOU. The parties reached a tentative agreement on August 16, 2018. Members of the Unit voted to ratify

the tentative agreement on August 29, 2018.

Major changes to the MOU are summarized below:

- **Term:** June 25, 2018 to December 20, 2020.
- **Wages:**
 - 2.5% general wage increase for all employees, retroactively effective June 25, 2018,
 - Equity adjustment for Emergency Services Dispatcher I/II/III of 2.5%, effective September 3, 2018.
 - 2.5% general wage increase for all employees, effective June 24, 2019.
 - 2.5% general wage increase for all employees, effective June 22, 2020.
- **Classification and Compensation Study:** The parties agree to meet and confer regarding classification and compensation adjustments resulting from the study.
- **Pension Changes:**
 - Employees who enter the Unit and are paying 1.5% towards pension costs continue to pay an additional 1.5%.
 - Reopener on making the additional 1.5% part of the employee's normal contribution.
- **Premium Pay:**
 - Shift Differential: Increase of \$0.25 to swing and night shift differential. If a shift fits the definitions of both swing and night shift, the employee will be paid at the higher rate.
 - Bilingual: Bilingual premium pay increased by \$25. Examinations will be conducted throughout the year. Eligible languages will be listed in the MOU and the Salary Resolution.
 - Call Back: Add language to clarify that employees are eligible for call back premium pay when performing work outside of regular work hours while using City provided equipment and without traveling to the worksite. Employees to receive a minimum of 12 minutes of overtime for each additional call back incident after the first two hour minimum.
- **Leaves:**
 - Employee Incentive Time Off (EITO): Add provision to earn EITO under similar terms as other units with the provision. Employees earn leave time if they meet attendance criteria. Time accumulation limited to eighty hours.
 - Sick Leave and Supplemental Sick Leave: Amend language to conform with changes to state law.
 - Vacation Leave:
 - Increase monthly accrual rate for employees with five or more years of service and accrual caps to match other non-safety units with vacation earnings.
 - Increase cash out amount from 40 hours to 48 hours.
 - Holiday Leave: Cap on leave accrual increased to 48 hours. Leave earned above cap will be cashed out.
- **By-Laws:** FCEA to provide the City with its By-Laws and to provide the City with updates as they occur.

- **New Employee Orientation/Employee Contact Information:** Incorporate language on AB 119 requirement that employee organizations have the right to address new employees at New Employee Orientation, and that the City will provide contact information on all employees in the Unit.
- **Dues:** Modify language to conform with recent legislation changes on dues deduction. Dues to be terminated when an employee leaves the Unit. Update dues deduction language to reflect practice of transmitting dues by electronic transfer.
- **Benefits for Part Time Employees:** Part time employees will receive health and welfare benefits on the same basis as full time employees. This is in recognition of the Affordable Care Act.
- **Uniforms:** Property and Evidence Technician added to classes eligible to receive a uniform allowance.
- **Acting:** Reduce qualifying time from 80 hours to 40 hours.
- **Probationary Period:** Define probationary period for flexibly staffed classifications, Emergency Services Dispatcher I, and Fire Prevention Inspector I.
- **Reopener:** Provides for a reopener on FMC provisions on Personnel, Civil Service, and the Employer-Employee Relations Ordinance.

In addition to the above, there was language clean up throughout the MOU, much of which resulted from a review of MOU by the City Attorney's Office.

Side Letter on Lateral Hire Incentives for Emergency Services Dispatcher II/III

The Side Letter recognizes that the current employment market for experienced ESDs is very competitive. The implementation of a Lateral Hire Incentives Side Letter for ESDs will provide a useful tool in the recruitment of experienced individuals.

Lateral hires will be eligible for 40 hours of Vacation Leave and 40 hours of Sick Leave upon hire, a payment of \$1,000 upon hire and commencement of work, \$1,000 upon completion of the ESD training program, \$1,000 upon successful completion of probation, and \$1,000 after an additional one year of service following the completion of the probationary period for a total of \$4,000 per lateral hire. Additionally, lateral hires will be hired at C Step or above.

In order to qualify for the incentives, a lateral hire must currently be working for another law enforcement agency in a classification equivalent to an ESD II with the City of Fresno, and have a minimum of two years equivalent experience immediately prior to hire.

In addition, current ESDs who refer a qualified lateral hire will receive \$250 at each of the steps noted above for a lateral hire, (i.e. hire, completion of training, completion of probation, and an additional one year of service after completing probation) for a total of \$1,000 per lateral hire. Only one ESD is eligible for a referral for any one lateral hire, and are limited to payment for five referrals (i.e., \$5,000) in any fiscal year.

The Side Letter of Agreement is effective through June 23, 2019, but can be renewed upon mutual agreement of the parties and Council approval.

Separately, Personnel Services, in partnership with the Police Management Staff, has modified the Aviation Mechanic classification by making it a flexibly staffed position. We anticipate that this change will address recent recruitment efforts in filling the position by broadening the applicant pool. Candidates with the requisite education and possession of the Federal Aviation Administration Airframe and Power Plant Mechanic license will be able to qualify as an Aviation Mechanic I. Furthermore, the qualifications for Aviation Mechanic II were expanded to include experience as a commercial or military aircraft mechanic performing helicopter maintenance, repair, troubleshooting, and inspections. The salary range for Aviation Mechanic II will maintain the current salary range of Aviation Mechanic.

The City provided notice to Local 39 regarding the flex classifications. The City has concluded its meet and confer obligation and the affected bargaining unit concurred with the changes.

The City Attorney's Office has approved the successor MOU, Salary Resolution Amendment, and Side Letter of Agreement as to form.

ENVIRONMENTAL FINDINGS

By the definition provided in the California Environmental Quality Act Guidelines Section 15378 this item does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act requirements.

LOCAL PREFERENCE

Local preference is not implicated because this item does not involve public contracting or bidding with the City of Fresno.

FISCAL IMPACT

Approval of the MOU and Salary Resolution Amendment will result in an additional salary and benefit expenses of approximately \$1,000,260 to the General Fund and \$1,663,162 to All Funds in Fiscal Year 2019; approximately \$2,082,413 to the General Fund and \$3,470,797 to All Funds in Fiscal Year 2020; and approximately \$2,668,718 to the General Fund and \$4,513,338 to All Funds in Fiscal Year 2021.

For the balance of Fiscal Year 2019, the potential cost per each ESD lateral hire is \$2,500. This includes two payments of \$1,000 for the lateral hire (\$1,000 upon hire and \$1,000 upon completion of the ESD training program), and \$500 for a referring ESD. The total potential cost for a lateral hire that successfully completes at least one year of service after completion of probation is \$5,000, spread over two fiscal years, as well as the 40 hours of Vacation Leave and 40 hours of Sick Leave when hired. The cost of this Side Letter of Agreement will be absorbed by the Police Department with current appropriations.

There is no fiscal impact to creating the Aviation Mechanic I/II classifications for the Police Department. Adding the new range for Aviation Mechanic I will not result in any additional salary and benefit expenses.

Attachments:

City of Fresno - FCEA MOU - Redline

City of Fresno - FCEA - Final

Costing for FCEA MOU

Side Letter of Agreement - ESD Lateral Hire Incentives

Resolution: Fifth Amendment to FY 2019 Salary Resolution No. 2018-159

Salary Tables: Fifth Amendment to FY 2019 Salary Resolution No. 2018-159 - Redline

Salary Tables: Fifth Amendment to FY 2019 Salary Resolution No. 2018-159 - Final