



## Legislation Details (With Text)

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**Title:** Actions pertaining to the Fresno City Employees Association for Unit 3:  
1. \*\*\*Adopt a successor Memorandum of Understanding between the City of Fresno and Fresno City Employees Association (FCEA), Non-Supervisory White Collar, Unit 3 (Subject to Mayor's Veto).  
2. \*\*\*RESOLUTION: Adopt the 6th Amendment to FY 2022 Salary Resolution No. 2021-176, amending Exhibit 3, Non-Supervisory White Collar (FCEA), to provide a salary increase for respective classes as required by the Memorandum of Understanding between the City of Fresno and Fresno City Employees Association (FCEA) (Subject to Mayor's Veto).

**Sponsors:** Personnel Services Department

**Indexes:**

**Code sections:**

**Attachments:** 1. City and FCEA MOU - Redline, 2. City and FCEA MOU - Final, 3. Costing for Proposed MOU, 4. Resolution - Sixth Amendment to FY 2022 Salary Resolution No. 2021-176, 5. Salary Tables - Sixth Amendment to FY 2022 Salary Resolution No. 2021-176 - Redline, 6. Salary Tables - Sixth Amendment to FY 2022 Salary Resolution No. 2021-176 - Final

Date	Ver.	Action By	Action	Result
12/9/2021	1	City Council	adopted	Pass

## REPORT TO THE CITY COUNCIL

**FROM:** TJ MILLER, Director  
Personnel Services Department

## SUBJECT

Actions pertaining to the Fresno City Employees Association for Unit 3:  
1. \*\*\*Adopt a successor Memorandum of Understanding between the City of Fresno and Fresno City Employees Association (FCEA), Non-Supervisory White Collar, Unit 3 (Subject to Mayor's Veto).  
2. \*\*\*RESOLUTION: Adopt the 6th Amendment to FY 2022 Salary Resolution No. 2021-176, amending Exhibit 3, Non-Supervisory White Collar (FCEA), to provide a salary increase for respective classes as required by the Memorandum of Understanding between the City of Fresno and Fresno City Employees Association (FCEA) (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; and (2) adopt the Sixth Amendment to the Fiscal Year 2022 Salary Resolution No. 2021-176 to amend Exhibit 3.

## EXECUTIVE SUMMARY

The City and FCEA reached a tentative agreement on a successor MOU which will replace the MOU that expired on December 20, 2020. The MOU provides for an agreement from December 6, 2021 through June 16, 2024, increases to wages, and other changes in terms or conditions of employment.

## BACKGROUND

The City and FCEA started meeting in September 2020 to work towards reaching agreement on a successor MOU. The parties reached a tentative agreement on October 22, 2021. Members of the Unit ratified on November 2, 2021.

Major changes to the MOU are summarized below.

- **Term:** December 6, 2021 through June 16, 2024.
- **Wages:**
  - 3% lump sum payment equivalent to 3% of actual base wages earned from December 20, 2020 through December 5, 2021.
  - 3% wage increase, effective December 6, 2021.
  - 3% wage increase, effective June 20, 2022.
  - 3% wage increase, effective June 19, 2023.
- **Holiday, Health Reimbursement Arrangement (HRA), Classification and Compensation, and Employee Incentive Time Off (EITO):**
  - Holiday: Addition of one Personal Business Day on January 1<sup>st</sup> of each year.
  - HRA: benefit expansion to include qualified medical expenses and an increase to the value factor from 40% to 80% of base hourly rate
  - Classification and Compensation: \$400,000 General Fund allocation for FY22 and FY23 towards equity adjustments resulting from the Class and Comp study. Commitment to continue discussions in February of each year until all recommendations have been implemented.
  - EITO: Discontinue program effective January 17, 2022, following the expiration of the measurement period in effect at the time of Council approval of the successor MOU; employees may use or cash out remaining balances for one year; remaining balances after one year will be automatically cashed out.
- **Uniform Allowance:**
  - From \$66 to \$73 for employees in the classes of Community Services Officer, Property and Evidence Technician, Crime Scene Technician, and Fire Prevention Inspectors.
  - From \$41.66 to \$46 for employees in the classes of Police Support Services Clerk/Technician, Police Data Transcriptionist, and Rangemaster/Armorer.
- **Safety Shoes:** Add a voucher of up to \$200 and \$250 for the purchase of required safety

shoes.

- **Association President Release Time:** Raise release time for President from 25% to 50% for the period of six months before the MOU expires through the duration of active successor MOU negotiations, and ending upon Council adoption of the successor MOU.
- **Standby Pay:** Change standby compensation to \$1.65 per hour from a flat rate of \$16 on workweek nights and \$70 on regularly scheduled days.
- **Court Appearances:** Change standby compensation from flat rate to 1 hour at time and a half; increase pay by 1 hour at time and a half and provide compensation of 1 hour at time and a half for telephonic appearance.
- **Vacation Leave:** Amend years of service accrual tiers consistent with other similar bargaining units.
- **Sick Leave:** Language updates consistent with state law.
- **Holiday Leave Status:** Employees who are absent from duty on leave without pay at the end of the employee's shift before the recognized holiday will not receive compensation for the holiday, unless they actually work the holiday.
- **State Disability Insurance / Paid Family Leave:** Incorporate side letter with revised timing for providing notification of a filed claim/integration election and Notice of Computation; clarify that employees who have made a timely election to integration shall be paid beginning on the claim effective date excluding waiting period.
- **Overtime:** Include overtime rules for employees on a 5/8 schedule which were removed from Section 3-117 of the FMC during the revision of Chapter 3 Article 1.
- **Education for City Employees:** City and FCEA to meet annually to discuss reinstituting education benefits with language modification.
- **Vacation Sign Ups:** Revise the vacation selection process for ESDs and add a process for Police Support Services Clerks/Technicians.
- **Family Events:** Addition of a lottery system for when more than one Dispatcher is requesting time off for Family Events
- **Dispatcher Seniority:** ESD IIIs who voluntarily demote shall retain seniority earned as a III in addition to time in the lower classifications for the purposes of bidding on vacation slots or shift assignments.
- **Health and Welfare:** Language cleanup to remove outdated cost sharing language.
- **Third Party Plan Check Review:** Incorporate side letter with updates.
- **Layoff Procedures for Community Revitalization Specialists:** Incorporate side letter.
- **Exchange of Information:** The City will send FCEA a monthly list of members who left the Unit during the previous month and the reason for leaving.

In addition to the above, there was language clean up throughout the MOU.

The City Attorney's Office has approved the new MOU and Salary Resolution Amendment 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 estimated additional salary and benefit expenses of \$870,924 to the General Fund and \$1,525,281 to All Funds in FY22, \$2,117,340 to the General Fund and \$3,737,437 to All Funds in FY23, \$3,258,505 to the General Fund and \$5,749,517 to All Funds in FY24, for a total of \$6,246,769 to the General Fund and \$11,012,235 to All Funds for the term of the MOU, which expires June 16, 2024.

### **Attachments:**

City of Fresno and FCEA MOU - Redline

City of Fresno and FCEA MOU - Final

Costing for Proposed MOU

Resolution - Sixth Amendment to FY 2022 Salary Resolution No. 2021-176

Salary Tables - Sixth Amendment to FY 2022 Salary Resolution No. 2021-176 - Redline

Salary Tables - Sixth Amendment to FY 2022 Salary Resolution No. 2021-176 - Final