



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.

IF

COUNCIL MEETING

11/04/08

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

DATE: November 4, 2008

FROM: TERRY A. BOND, Personnel Services Director
Personnel Services Department

BY: KENNETH G. PHILLIPS, Labor Relations Manager
Labor Relations Division

SUBJECT: APPROVE SIDE LETTER OF AGREEMENT WITH FRESNO CITY EMPLOYEES ASSOCIATION (FCEA), UNIT 03, REGARDING UNIFORM ALLOWANCES FOR POLICE AND FIRE DEPARTMENT STAFF

KEY RESULT AREA

Employee Satisfaction, Financial Management

RECOMMENDATIONS

It is recommended that Council approve the attached Side Letter of Agreement between the City and the FCEA (Unit 03) that provides for amendments to the Memorandum of Understanding between the City and FCEA on uniform allowances for represented Police and Fire Department staff.

EXECUTIVE SUMMARY

This action would amend the MOU so that Community Service Officers in the Police Department and Fire Prevention Inspectors in the Fire Department would not have their uniform allowance decreased after the end of the probationary period, and provides for payment for uniform allowance that represents a certain amount of retroactive payment.

KEY OBJECTIVE BALANCE

The recommended action achieves Employee Satisfaction through a mutually agreed settlement of an outstanding issue in regard to the MOU between the City and FCEA. It achieves Financial Management through elimination of points of contention that could have resulted in greater costs to the City.

BACKGROUND

Since 2005, the City and FCEA have been discussing provisions of the MOU that each party indicated was not the original intent of the language. FCEA has maintained that a problem exists with uniform allowance language, possibly going back several MOU's. The language in question reduces uniform allowances for Community Service Officers in the Police Department and Fire Prevention Inspectors in the Fire Department once an employee completes probation. The Union argued that the language was a result of an error.

Settlement discussions lasting several months resulted in a tentative agreement to revise the uniform language in question. As part of the settlement, it was agreed that the revised uniform payment would commence with the pay period starting June 16, 2008 with a limited retroactive payment. The settlement also means that FCEA will not be claiming Court Stand-by pay for Police Department staff that employees had not been receiving earlier but claimed they were entitled to receive by virtue of new language.

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FISCAL IMPACT

The amount of retroactive payment is approximately \$30,953. Ongoing uniform payments are expected to increase by \$533.71 per month or \$6,404.52 for FY09. The Fire Department and Police Department will absorb these costs within their current budgets.

October 30, 2008

Attachment: Side Letter Agreement between the City of Fresno and FCEA

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF FRESNO
AND THE FRESNO CITY EMPLOYEES ASSOCIATION
NON-SUPERVISORY WHITE COLLAR UNIT 3**

***Uniform Allowance Payment and Revised MOU Language
Community Services Officer, I/II/Senior (CSO) and
Fire Prevention Inspector I/II/Senior***

The City of Fresno (City) and the Fresno City Employees Association (FCEA) have conferred in good faith, and agree that this agreement sets forth the full and entire understanding of the parties regarding the purchase and maintenance of required uniforms for Community Service Officers (CSO's) I/II and Senior and Fire Prevention Inspectors I/II and Senior. This agreement shall be deemed in full force and effect immediately following City Council approval.

This agreement is governed by the terms and conditions contained herein. The term of this agreement with respect to the below-listed revisions to Article VIII, Section K of the Memorandum of Understanding (MOU) currently in effect from July 1, 2005 through June 30, 2008, and shall be extended only by mutual agreement of the parties.

Article VIII, Section K, is amended as follows:

K. UNIFORM ALLOWANCE

1. Except for employees listed in the subsections below, employees not covered by the City's uniform program who are required to purchase, maintain, and wear a duty uniform shall receive a maintenance and replacement fee of thirty dollars (\$30) per month to be prorated on a pay-period-by-pay-period basis.
2. Employees Newly Hired in the Class Series of:
 - a. Community Services Officer I/II/Senior, Fire Prevention Inspector I/II/Senior and Life Skills Instructor who are required to purchase, maintain, and/or wear a uniform shall receive three hundred ninety-five (\$395) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in these classes shall receive sixty-five dollars and eighty-three cents (\$65.83) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay period basis. In the event the newly hired employee works for fewer than six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the three hundred ninety-five dollars (\$395) for each full calendar month to be prorated on a pay-period-by-pay-period basis **as set forth in sub-section 3. below.**

- b. Administrative Clerks assigned to the Records Division, Police Data Transcriptionist, * * * Rangemaster/Armorers, **and Identification Technicians assigned to the Police Crime Scene Bureau** who are required to purchase, maintain, and/or wear a uniform shall receive two hundred fifty dollars (\$250) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in this class shall receive forty-one dollars and sixty-six cents (\$41.66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay-period basis **as set forth in sub-section 3. below.** In the event the newly hired employee works fewer than six (6) months, the employee shall reimburse the City one sixth (1/6) of the two hundred fifty dollars (\$250) for each full calendar month, to be prorated on a pay-period-by-pay period basis.
3. Permanent Employees in the Class Series of:
 - a. Administrative Clerks who are assigned to the Records Division, Police Data Transcriptionist, * * * Rangemaster/Armorers, **and Identification Technicians assigned to the Police Crime Scene Bureau** who have completed their required probationary period shall continue to receive five hundred dollars (\$500) per year, to be prorated on a pay-period-by-pay-period basis at the rate of forty-one dollars and sixty-six cents (\$41.66) per month, as noted in subsection 2. b., above, for the purpose of assisting in the purchase and maintenance of uniforms.
 - b. * * * Community Services Officer I/II/Senior, * * * Fire Prevention Inspector I/II/Senior, **and Life Skills Instructors who have completed their required probationary period** and who are required to maintain and wear a uniform for four (4) months or more within any fiscal year shall receive * * * **sixty-five dollars and eighty three cents (\$65.83)** per month, to be prorated on a pay-period-by-pay period basis.
 - c. * * * **Employees** in the * * * classes **stated in 3.b., above,** who are required to maintain and wear a uniform fewer than four (4) months within any fiscal year shall receive twenty-two dollars (\$22) per month, to be prorated on a pay-period-by-pay-period basis.
4. Employees who receive a uniform allowance as set forth in any of the above provisions, and thereafter change classes, shall receive a prorated sum to compensate for any difference.
5. The City agrees to consult with the Association prior to the implementation of any change to the uniform policy and the City agrees to meet and confer with

Side Letter Agreement Re: Uniform Allowance Payment
Fresno City Employees Association (FCEA)

the Association before creating a uniform requirement for a new class or for employees in a class which currently is not required to wear a uniform.

In addition to the above-amendment to current MOU language, the City agrees to pay a sum not to exceed \$31,000 (Thirty-one Thousand) for back pay relating to uniform allowances for the period of February 27, 2006 through June 1, 2008. This back pay is to be paid to those FCEA employees as identified by the Association in Addendum "A" attached hereto, as qualified to receive the above reimbursement as a result of this agreement. Thereafter, the City agrees that those employees entitled to the uniform allowance under Section 3 (b) of Article VIII, Section K shall continue to receive the revised compensation as set forth in this Side Letter. The agreed reimbursements shall be paid to the entitled employees by the City, as soon as is reasonably possible following Council approval. Any disputes or disagreements relating to any of the qualified employees' entitlement shall be jointly resolved between the City and the Association.

**FOR THE FRESNO CITY
EMPLOYEES ASSOCIATION:**

FOR THE CITY OF FRESNO:

Alex C. Correa
Business Agent

Kenneth G. Phillips
Labor Relations Manager

Dated: _____

Jerry Dyer
Police Chief

Randy R. Bruegman
Fire Chief

Dated: _____

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: *Tommy R. Stoghtelien*
Deputy City Attorney