



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.	1A
COUNCIL MEETING	6/17/08
APPROVED BY	
DEPARTMENT DIRECTOR	<i>Terry A. Bond</i>
CITY MANAGER	<i>Don Holt</i>

DATE: June 17, 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 INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF), LOCAL 753, FIRE BASIC, UNIT 05, REGARDING A TRIAL
SCHEDULE CHANGE

KEY RESULT AREA

Employee Satisfaction

RECOMMENDATIONS

It is recommended that Council approve the attached Side Letter of Agreement between the City and the Firefighter Basic Unit (Unit 05) that provides for a schedule of two consecutive 24 hour shifts followed by 4 days off for a trial period of 3 years.

EXECUTIVE SUMMARY

This action would approve a trial schedule that has been sought by Fire Basic. The schedule would consist of 2 consecutive 24 hour shifts followed by 4 days off. Currently, employees in the unit work a 24 hour shift followed by 2 days off.

KEY OBJECTIVE BALANCE

The recommended action achieves Employee Satisfaction by allowing a schedule sought by Fire Basic while insuring fiscal and operating responsibility through monitoring the new schedule during a trial period.

BACKGROUND

The Fire Basic Unit approached Fire Administration with a proposal for a new schedule which would consist of 2 consecutive 24 hour shifts followed by 4 days off. The current schedule includes a 24 hour shift and 2 days off. The proposed configuration has been implemented in various other fire agencies in the State. According to limited information available, the new schedule has worked out well in the other agencies, allowing fire fighters to spend more consecutive days with their families while maintaining the same level of service.

Fire and City Administration had concerns about possible implications of 2 consecutive 24 hour shifts and the effect on employees. After discussion, a side letter was drafted which creates a 3 year trial period during which various possible concerns such as fatigue, completion of assigned training, completion of assigned work, sick leave usage, injuries, response times, vehicle accidents, and disciplinary actions will be reviewed. If the new schedule is creating issues, the Fire Department or Fire Basic can end the trial with 60 days notice.

Presented to City Council

Date 6/17/08
Disposition approved

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Approve Side Letter Agreement with IAFF, Local 753

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This agreement does not amend any provisions of the MOU. In order to avoid any increase in costs associated with overtime, the Department, with the assistance of the Finance Department and the Personnel Services Department will amend the special work period that governs overtime mandates under the Fair Labor Standards Act (FLSA).

While this side letter does not amend the MOU and is a variation on the current schedule, it is being brought to Council for approval on the advice of the City Attorney.

FISCAL IMPACT

There is no expected fiscal impact to the City's General Fund associated with this agreement. If it is later determined that the new schedule does have a fiscal impact on the General Fund, it is likely that the alternate schedule would be discontinued during the trial period.

June 11, 2008

Attachment: Side Letter Agreement between the City of Fresno and IAFF, Local 753

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF FRESNO
AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
FIRE BASIC, LOCAL 753 (IAFF) (Unit 05, Unit 10)**

Trial 2/4 Schedule

The City of Fresno and the International Association of Firefighters (IAFF), Fire Basic, have met and conferred in good faith, and agree that this side letter sets forth the full and entire understanding of the parties regarding a trial 2/4 schedule to include two (2) consecutive 24 hour shifts and four (4) shifts off. This agreement is not intended to change or delete any term or condition provided by the IAFF Local 753 Memorandum of Understanding (Units 5 & 10). This agreement is only meant to change the schedule of workdays. The annual hours of work shall remain the same, and all benefits and other terms and conditions will remain unchanged. Except as expressly provided herein, in the event of an inconsistency between the terms and conditions of this agreement and the Memorandum of Understanding, the terms and conditions of the Memorandum of Understanding shall prevail.

1. COMMITTEE

- 1.1 A 2/4 Committee representing Fresno City Firefighters Association, IAFF Local No. 753 will be appointed by the President of Fresno City Firefighters Association, IAFF Local 753.
- 1.2 The 2/4 Committee will meet Fire Administration every three months during this trial period to discuss issues that arise.

2. TIME PERIOD AND CONDITIONS

- 2.1 The 2/4 trial period will be three (3) years beginning on Monday, June 30, 2008, A-Shift. The trial period will be renewed, by mutual agreement, each year. The trial period will end on the last C-Shift of June 2011.
- 2.2 The Fire Chief or IAFF Local 753 retains the right to terminate or suspend the trial agreement by giving the other party 60 (sixty) days notice of such change. No such notice shall be given until after offering the other party an opportunity to discuss the termination or suspension of the trial agreement.

3. SCHEDULE

- 3.1 The 2/4 schedule will consist of two 24-hour shifts worked back to back, with four shifts off (e.g., AABBCCAABBCC).
- 3.2 The parties agree that during the trial period FLSA calculations will be based on a 24-day cycle. It is further agreed that Fire Administration Payroll shall adjust the FLSA period from a 27-day cycle to a 24-day cycle so as not to incur unnecessary overtime costs due to the 2/4 schedule.
- 3.3 Members shall not manipulate the schedule to any shift pattern greater than stated in 3.1 on a regular recurring basis. (i.e. 3/6, 4/8, etc.)

4. TRAINING/T.B. TESTING

- 4.1 The Fire Department Training Division shall modify the training calendar to coincide with the 2/4 schedule starting July 1, 2008.
- 4.2 Members shall receive their annual TB Titer on-duty. The TB screening shall be read off-duty, if needed, at no cost to the Department.

5. RELIEF/SHIFT CHANGES

- 5.1 All transfers and movement of relief personnel will take place in such manner as to avoid having members work greater than 72 consecutive hours.

6. CONTINUATION AND PERMANENCE

- 6.1 The 2/4 Committee and Fire Administration will meet periodically, at the request of either party, to discuss issues or concerns pertaining to the 2/4 schedule. In any event, the 2/4 Committee and Fire Administration shall meet in April 2011 to evaluate and discuss retaining the schedule as permanent. A final report and recommendations will be submitted to the body of Local 753 and a final agreement will be drafted and voted on prior to June 1, 2011. Said final agreement shall reflect any conditions or terms that are necessary for either party to agree to continue the 2/4 schedule.
- 6.2 It is agreed and understood that before the 2/4 schedule can become permanent, an agreement must be reached by and between the City, Fire Administration, and Local 753 to address any problematic areas encountered during the 2/4 trial. The issues that can be addressed in such agreement

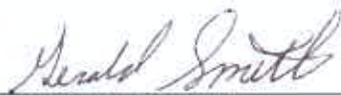
include, but are not limited to, issues such as fatigue, completion of assigned training, completion of assigned work, sick leave usage, injuries, response times, vehicle accidents, and disciplinary actions.

- 6.3 Once said agreement is drafted, a station house ballot box vote by Local 753 will be conducted to decide if Local 753 membership will ratify such agreement and retain the 2/4 schedule as a permanent schedule past June 30, 2011.

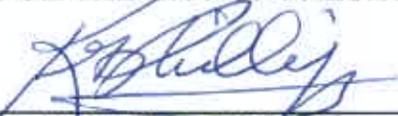
**FOR THE CITY OF FRESNO,
FIRE DEPARTMENT**


RANDY J. BRUEGMAN
Fire Chief

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 753**


GERALD W. SMITH
President

FOR THE CITY OF FRESNO


KENNETH G. PHILLIPS
Labor Relations Manager

Date June 11, 2008

**APPROVED AS TO FORM
CITY ATTORNEYS OFFICE**

BY: 
Deputy City Attorney