

**CITY OF FILLMORE
CITY COUNCIL**

AGENDA



SPECIAL MEETING

**TUESDAY, JUNE 17, 2014
6:30 P.M.**

FILLMORE CITY HALL
CENTRAL PARK PLAZA
250 CENTRAL AVENUE
FILLMORE, CALIFORNIA 93015-1907
(805) 524-3701 ♦ www.fillmoreca.com

FILLMORE CITY COUNCIL

SPECIAL MEETING AGENDA

TUESDAY, JUNE 17, 2014 - 6:30 P.M.

COUNCIL CHAMBERS – CITY HALL

1. Call to Order:

2. Roll Call: Councilmembers Diane McCall, Rick Neal, Steven Conaway and Mayor Pro Tem Douglas Tucker and Mayor Manuel Minjares.

3. Public Comments

Pursuant to Government Code § 54954.3(a), Only Issues Listed on This Agenda Shall Be Heard During this Special Meeting.

4. Consent

A. Request City Council Approve Tentative Agreement between the City of Fillmore and International Union of Operating Engineers Local No. 501.

5. Closed Session

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(4), because the City is considering whether to initiate litigation in one case.

Adjournment: City Council adjourns to the next regular City Council meeting scheduled for Tuesday, JULY 8, 2014 at 6:30 p.m. at City Hall, 250 Central Avenue.

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CITY OF FILLMORE
 CENTRAL PARK PLAZA
 250 Central Avenue
 Fillmore, California 93015-1907
 (805) 524-3701 • FAX (805) 524-5707

TO: Mayor and Council

FROM: Diana Impeartrice, Deputy City Clerk/Human Resources

DATE: Tuesday, June 19, 2014

**RE: REQUEST CITY COUNCIL APPROVE TENTATIVE AGREEMENT
 BETWEEN THE CITY OF FILLMORE AND INTERNATIONAL UNION OF
 OPERATING ENGINEERS LOCAL 501**

REQUEST

City Council to approve the Tentative Agreement between the City of Fillmore and International Union of Operating Engineers Local 501 covering the period July 1, 2014 through June 30, 2015.

DISCUSSION

The current Memorandum of Understanding (MOU) between the City and the International Union of Operating Engineers Local 501 (Union) expires June 30, 2014. Per the terms of that MOU, the City entered into negotiations for a successor MOU. The parties have since reached a tentative agreement, which is attached. The Tentative Agreement was ratified by the Union on June 11, 2014, and covers the period of July 1, 2014 through June 30, 2015. Pursuant to Government Code section 3505.1, the attached Tentative Agreement is jointly presented by the parties for approval and adoption by the City Council. If the City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace the existing MOU and the Tentative Agreement. The existing MOU shall continue as modified by the terms of the Tentative Agreement and until superseded and replaced by the successor MOU to be jointly prepared by the parties and submitted to City Council for approval and adoption.

The Tentative Agreement addresses salaries, benefits, hours, terms and conditions of employment for all the Union represented public works, office and facilities employees of the City of Fillmore. All of the items listed are effective July 1, 2014. There is a two percent (2%) salary increase guaranteed to all Union represented employees. There no longer will be a five percent (5%) of annual salary reduction from the monthly six hundred and seventy five dollar (\$675.00) cafeteria allowance. Overtime will be equally distributed and the City will pay up to four thousand dollars (\$4,000.00) in overtime pay; once that amount is paid out, the City will add to the employee's comp time one and one-half hours (1½) for each hour of overtime worked. The allowable number of certificates for certificate pay is increased from a maximum of three (3) to a maximum of four (4). Bereavement leave language has been changed to include domestic partner as immediate family and the same relatives as a spouse. The language has also been changed to include the authorization of one (1) day (8) hours of bereavement leave with pay, one time per fiscal year, for the death of a fulltime employee's aunt, uncle, niece or nephew.

The Union and the City will be working together on staffing to keep city hall open five (5) days a week under the current 72.5 hour pay period.

Prior Memorandum of Understanding continues with the Tentative Agreement as a supplement until all parties have signed off on the new Memorandum of Understanding.

FISCAL IMPACT

$\$43,913.27 + \$4,000 = \$47,913.27$

RECOMMENDATION

City Council to approve and adopt by Resolution the Tentative Agreement between City of Fillmore and International Union of Operating Engineers Local 501 Tentative Agreement.

ATTACHMENTS

Att. 1 Resolution adopting City of Fillmore and International Union of Operating Engineers Local 501 Tentative Agreement.

Att. 2 Tentative Agreement

RESOLUTION 14-3434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FILLMORE ADOPTING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF FILLMORE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 501 TO ESTABLISH THE SALARY AND BENEFITS FOR ALL UNION REPRESENTED CITY EMPLOYEES

WHEREAS, Section 36506 of the California Government Code requires that the City Council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the City Council of the City of Fillmore has formally recognized the International Union of Operating Engineers Local 501 ("Union") as the exclusive employee organization for the non-management employees of the City; and

WHEREAS, the current Memorandum of Understanding between the City and the Union will expire on June 30, 2014; and

WHEREAS, the City and Union have successfully met and conferred to negotiate a tentative agreement for the period July 1, 2014 through June 30, 2015 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."; **and**

WHEREAS, pursuant to Government Code section 3505.1, the attached Tentative Agreement is jointly presented by the parties for approval and adoption by the City Council. If the City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace the existing MOU and the Tentative Agreement. The existing MOU shall continue as modified by the terms of the Tentative Agreement and until superseded and replaced by the successor MOU to be jointly prepared by the parties and submitted to City Council for approval and adoption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FILLMORE, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Council hereby approves the Tentative Agreement between the City of Fillmore and the International Union of Operating Engineers Local No. 501 for the period

July 1, 2014 through June 30, 2015, a fully executed copy of which is attached hereto and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2014.

Manuel Minjares, Mayor

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

CITY OF FILLMORE)

COUNTY OF VENTURA)§

STATE OF CALIFORNIA)

I, Nancy Blendermann-Meyer, City Clerk of the City of Fillmore, California, do hereby certify that the foregoing Resolution No. 14-3434 was duly passed and adopted by the City Council of the City of Fillmore at the regular meeting thereof, held on the 17th day of June, 2014, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nancy Blendermann-Meyer, City Clerk

CONFIDENTIAL
CITY OF FILLMORE
AND
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 501

2014 NEGOTIATIONS
TENTATIVE AGREEMENT

ONE (1) YEAR PROPOSAL
JULY 2014 THROUGH JUNE 30, 2015
(Or as otherwise modified)

UNION – CITY NEGOTIATIONS
June 11, 2014

1. TERM

The new term of the City- Union MOU would be July 1, 2014 thru June 30, 2015.

2. BASE SALARY INCREASE

Base Salary Increase of two percent (2%) to each unit employee, effective July 1, 2014.

3. CAFETERIA PLAN

Effective July 1, 2014 the city will pay each employee six hundred and seventy five dollars (\$675.00) per month which may only be used as follows:

- a. For premiums paid by the employee on any medical, dental or vision dependent insurance coverage.
- b. Cash payout as income, payable in the first pay check of each month.

4. OVERTIME AND DISTRIBUTION

Overtime and distribution is defined as hours worked in excess of a unit employee's regularly assigned daily work schedule.

- a. Supervisors shall endeavor to equally distribute overtime hours to all employees within a work location. Within such work areas, the employees or the Union may request posting of a record of overtime hours offered to each employee. This record shall be kept solely for the purpose of determining equitable distribution of overtime.
- b. Overtime work will be assigned to employees in the classification that customarily is assigned the work.
- c. The employer shall establish a procedure that requests and utilizes volunteers to perform overtime work from among employees who are qualified and available within the appropriate work area. In the event there are insufficient volunteers for overtime, such overtime shall be assigned in reverse seniority.

5. COMPENSATION FOR OVERTIME

Effective July 1, 2014 compensation for overtime shall be paid at a rate of one and one-half (1½) times his/her regular straight-time hourly rate for all overtime hours worked, or by employee's option, one and one-half (1½) hours time for each one (1) hour of overtime earned. When four thousand dollars (\$4,000.00) has been paid in overtime to employees making up the collective unit all future overtime will be provided as compensation time at the same calculation of one and one-half (1½) hours time for each one (1) hour worked.

6. CERTIFICATION PAY

Effective July 1, 2014 the allowable number of certificates is a maximum of four (4).

7. BEREAVEMENT LEAVE

- a. A department head or designee shall authorize three (3) work days (24 hours) of bereavement leave with pay (per occurrence) for a permanent full-time or probationary full-time City of Fillmore employee due to the death of the employee's immediate family. For the purposes of this section "immediate family" shall mean the spouse, domestic partner, parent, step-parent, grandparent, grandchild, sibling, son in-law, daughter in-law, child (including step-child, adopted child, or other child for whom you have parenting responsibilities or legal guardian ship): parent, step-parent, grandparent, grandchild, sibling, son in-law, daughter in-law, child of your spouse or domestic partner (including step-child, adopted child, or other child for whom your spouse or domestic partner have parenting responsibilities or legal guardian ship). The appointing authority may allow the use of two (2) days of accrued sick leave to supplement the three (3) working days if the immediate family member lives out of state.
- b. A Department head or designee shall authorize one (1) day (8 hours) of bereavement leave with pay, one time per fiscal year, for a permanent full-time or probationary full-time City of Fillmore employee due to the death of his/her aunt, uncle, niece, or nephew.
- c. In all instances the employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

If additional leave is necessary the department head or designee will make the determination whether or not to authorize the use of Comp Time, Annual Leave, General Leave, Vacation, and Holiday Leave or authorize leave without pay.

8. HOURS OF WORK AND OVERTIME

Union will work with city on staffing to keep city hall open five (5) days week under current 72.5 hour pay period.

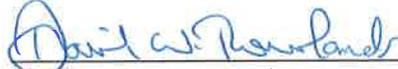
SIGNATURE PAGE



Thomas Ewart
Business Representative

6-11-2014

Date



David W. Rowlands
City Manager

6-11-14

Date



Patricia Virto
Finance Technician

6-11-14

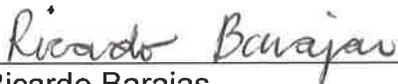
Date



Rigo Landeros
Asst. City Manager/Fire Chief

6-11-14

Date



Ricardo Barajas
Maintenance Worker I

6/11/14

Date



Diana Impeartrice
Human Resources

June 11, 2014

Date