

**Side Letter of Agreement  
Between  
City of Fresno and City of Fresno Professional Employees Association**

**Court Appearances – Supervising Crime Scene Technicians**

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Fresno (“City”) and the City of Fresno Professional Employees Association (“Association”), representing Unit 13-2, Non-Exempt Professional Employees, and sets forth the full and entire understanding of the parties regarding Court Appearances for Supervising Crime Scene Technicians.

**COURT APPEARANCES – SUPERVISING CRIME SCENE TECHNICIANS**

As authorized by the provisions of Fresno Municipal Code Section 3-117(d), the following rules shall apply to court appearances by Supervising Crime Scene Technicians. Supervising Crime Scene Technicians qualify either under Subsection 1 below or under Subsection 2 below, but not both subsections.

1. If a Supervising Crime Scene Technician receives a departmental notice or subpoena requiring a court appearance on the Supervising Crime Scene Technician’s regularly scheduled day off, on a vacation day off, which has been approved by the department prior to notice and/or the Supervising Crime Scene Technician’s receipt of a departmental notice or subpoena, and the Supervising Crime Scene Technician has not been released by the Court Liaison Office (CLO) by 0900 hours on the day of the court appearance from such departmental notice or subpoena by an electronic notification system, the Supervising Crime Scene Technician shall be considered to be on court appearance standby duty, and has the option of compensation under either Subsection (a) or (b) below. Compensation for Supervising Crime Scene Technicians on “automatic go” appearance shall occur solely under Subsection (c) below.
  - (a) Premium pay for court appearance standby duty, as described above, shall be one hour at one and one-half (1 ½) times the Supervising Crime Scene Technician’s base rate of pay. Time spent on court appearance standby duty (i.e., at home) shall not be considered hours worked.

In the event a Supervising Crime Scene Technician, who is on court appearance standby duty at home, appears in court, the Supervising Crime Scene Technician shall also be compensated for

a minimum of two (2) hours at one and one-half times (1 ½) the Supervising Crime Scene Technician's base rate of pay, or at one and one-half times (1 ½) the Supervising Crime Scene Technician's base rate of pay for the actual time of the appearance, whichever is greater. This compensable time starts from the time the Supervising Crime Scene Technician reports to court at the directed appearance time through completion of the appearance.

- (b) Report to and standby at the CLO, and be compensated for a minimum of two (2) hours at one and one-half times (1 ½) times the Supervising Crime Scene Technician's base rate of pay. If the Supervising Crime Scene Technician is not required to appear in court, the department may require the Supervising Crime Scene Technician to perform assigned duties during this two (2) hour minimum period. Supervising Crime Scene Technicians shall be released from CLO standby duty when the subpoena or notice is cancelled, or they are released by the court.

If a Supervising Crime Scene Technician's CLO standby duty extends beyond the two (2) hour minimum, or the Supervising Crime Scene Technician appears in court beyond the two (2) hour minimum, the Supervising Crime Scene Technician shall be compensated at one and one-half times (1 ½) the Supervising Crime Scene Technician's base rate of pay for the actual time beyond the two (2) hour minimum.

- (c) Supervising Crime Scene Technicians on "automatic go" court appearance shall be compensated for a minimum of two (2) hours at one and one-half times (1 ½) the Crime Scene Technician's base rate of pay, or at one and one-half times (1 ½) the Supervising Crime Scene Technician's base rate of pay for the actual time of the mandatory appearance, whichever is greater. This compensable time starts from the time the Supervising Crime Scene Technician reports to court at the directed "automatic go" appearance time through completion of the appearance.

- 2. If a Supervising Crime Scene Technician receives a departmental notice or subpoena requiring a court appearance on a regular day of work which falls outside of assigned work hours, the Supervising Crime Scene Technician shall have the option of:

- (a) Standing by at home, when legally permitted; or,

- (b) Appearing at the CLO, with a minimum of two (2) hours pay, at one and one-half (1 ½) times the rate of pay. During this two (2) hour period, if the Supervising Crime Scene Technician is not required to appear in court, the Supervising Crime Scene Technician may, at the option of the department, be required to perform duties as assigned.
  - (c) If the court appearance starts within one-half (½) hour immediately following a shift, the Supervising Crime Scene Technician shall receive a one (1) hour minimum. If the court appearance falls during the shift and continues beyond the end of the shift, the Supervising Crime Scene Technician shall be paid at the applicable hourly rate for the actual time spent in court.
3. Where a Supervising Crime Scene Technician's appearance extends beyond the two (2) hour minimum, the Supervising Crime Scene Technician shall be paid one and one-half times (1 ½) the Supervising Crime Scene Technician's base rate of pay for the actual time of the appearance.
4. The provisions of Subsections 1 and 2 above, shall also apply to Supervising Crime Scene Technicians required to appear in any judicial or administrative proceeding as a witness pursuant to subpoena, court order, or request of the District Attorney. This provision shall apply to all judicial proceedings (civil, criminal, or administrative) and Civil Service proceedings in which a Supervising Crime Scene Technician's presence is ordered, directed, or requested because of their employment as a Supervising Crime Scene Technician.

This Agreement shall be effective on \_\_\_\_\_, and shall expire on June 21, 2020, unless the parties mutually agree to extend this Agreement in writing.

FOR THE CITY OF FRESNO  
PROFESSIONAL EMPLOYEES  
ASSOCIATION

FOR THE CITY OF FRESNO:

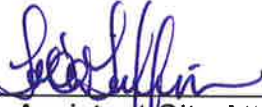
\_\_\_\_\_  
JESSE GONZALEZ  
President

\_\_\_\_\_  
KENNETH G. PHILLIPS  
Labor Relations Manager

\_\_\_\_\_  
JERRY DYER  
Police Chief

Date: \_\_\_\_\_

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY:   
\_\_\_\_\_  
Assistant City Attorney