

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

**FRESNO CITY FIREFIGHTERS ASSOCIATION
LOCAL No. 202**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
A.F.L.-C.I.O.**

(Fire Management – Unit 10)

July 1, 2024 – June 15, 2025

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<u>LEGEND</u>	
* * *	= deleted old language
[§ deleted]	= section/subsection deleted
[§§ deleted]	= two or more sections/subsections
deleted	
bold type	= new language

ARTICLE I
PREAMBLE

A. PURPOSE

This Memorandum of Understanding, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 202 International Association of Fire Fighters, AFL-CIO, (Fire Management - Unit 10) hereinafter referred to as the Association, has as its purpose: To establish wages, hours, and other terms and conditions of employment for the members of this Unit.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Sections 3-101, 3-201, 3-301, 3-401 and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), **the Firefighters Procedural Bill of Rights Act (FBOR) (California Government Code Sections 3250 et seq.)**, as may be amended from time to time, and Article 6 of Chapter 3 of the FMC. In the event of any conflict between said laws and this MOU, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II
EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 3-604. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Fire Management Unit, hereinafter Unit, acknowledge that the City shall consider the positions and proposals of the Association as the meet and confer positions and proposals of all employees, individually and collectively, in said Unit.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to and be exercised by all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

ARTICLE III
CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section 3-605, as the same may be amended from time to time.
2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1 are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council approved MOU.
3. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

ARTICLE IV
RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, **the parties agree to * * *** comply with all provisions of the Meyers-Milias-Brown Act (Government Code §3500 et. seq.) including, but not limited to meeting and conferring in good faith promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. In order to ensure that the meet and confer process on a successor MOU includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse, MOU negotiations may be initiated at the request of either party as early as six (6) months preceding expiration of the MOU * * *. Nothing in this provision is intended to supersede provisions of Article X, Section C.

B. RECOGNITION OF UNIT DESCRIPTION

The Fire Management Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the * * * classes, **listed in Exhibit 10 of the current salary resolution**, as such Unit may be modified from time to time pursuant to the provisions of the FMC.* * *

[§ deleted]

C. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City pursuant to FMC Section 3-615 and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals.

D. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and to adhere to the conditions and clauses set forth in this MOU.

E. INFORMATION TO ASSOCIATION

1. The City shall provide to the Association:
 - (a) Changes to the Salary Resolution that affect employees in this Unit.
 - (b) Changes to Job Specifications for classes in this Unit.

- (c) Changes to the Administrative Order Manual that affect employees in this Unit.
 - (d) Changes to the Fire Department organizational structure that affect employees in this Unit.
 - (e) Additions or deletions of classes that affect this Unit.
2. The Fire Department shall provide:
- (a) Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.
 - (b) An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

F. LOCKOUT AND STRIKE

- 1. No lockout of employees shall be instituted by the City during the term of this MOU.
- 2. Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers-Milias-Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.
- 3. Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work stoppage is governed by Labor Code Section 1962 **and will not subject the employee to disciplinary action.**

G. UNILATERAL ACTION

In the event the meet and confer process for a successor MOU results in an impasse, as defined in the FMC, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to the completion of the impasse procedures outlined in the FMC.

H. NEW EMPLOYEE ORIENTATION

The Fire Department will provide an opportunity for IAFF to address new hires during department training/orientation. IAFF will be provided a minimum of a two-hour block of time in the program. The Fire Department will notify IAFF at least **ten (10)** days in advance of a scheduled orientation.

I. EMPLOYEE INFORMATION

The City will provide the employee information it has on file in compliance with California Government Code Section 3558 for all new hires in the bargaining unit within 30 days of hire, as well as all employees represented by IAFF at least once per quarter.

Pursuant to Government Code Section 3558, employees may opt out of releasing the following information to the union: home address, home and personal cellular telephone numbers, and personal email addresses. * * *

J. LEAVE FOR ASSOCIATION BUSINESS BY UNION OFFICERS

1. During the term of this Agreement, the Department will permit up to a maximum of **one thousand (1,000)** hours of **pooled** time off per year for Association * * * members to participate in employee organization activities, subject to the following:
 - a. The Department shall invoice the Association on or before September 20, December 31, March 31, and June 30 of each **fiscal** year for actual time used.
 - b. The Association shall reimburse the Department within **fifteen (15)** days of receiving the invoices.
 - c. The amount reimbursed shall be for the actual cost of the employee(s)' hourly rate while on leave for Association Business.
 - d. **Union Time Off (UTO) requests for Association members will be made directly to the staffing officer by approved members of Local 202.**
2. In addition to the above paragraph (number1), the Association President, Vice-President, and/or Secretary-Treasurer may use CTO, vacation, or holiday, for Association business **without the restrictions of the 101.006 Battalion Chief Staffing Policy.**

ARTICLE V
SCOPE OF REPRESENTATION

A. GENERAL

* * *

1. "Scope of representation" means all matters relating to employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employee rights, as set forth in FMC Section 3-604, and City rights as set forth in FMC Section 3-605(a), are excluded from the scope of representation.

2. **The Association is the exclusive representative of all employees within the Unit.**

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing **policy, written** City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the **Fresno** Civil Service Board, Retirement Board, * * * or unfair * * * **practice** charge, fact-finding procedure, **or as outlined below.**

2. A written grievance must set forth the rule, * * * regulation, **policy or specific section of the MOU** claimed to have been violated, **must** describe the specific incident or circumstances of the alleged violation, and specify the remedy sought **or it will be returned to the grievant for appropriate completion before being processed.** Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. **The Committee will be bound by the agreement of the parties regarding timeliness.**

3. The Association may represent employees covered by this MOU on a grievance under the grievance procedure.

4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.

5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- (a) The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor **or designee** before a written grievance may be filed.
- (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed, **with a copy being sent to the Labor Relations Division**, within twenty-one (21) calendar days from the time the * * * **employee** becomes aware or should have become aware of the issue or incident giving rise to the problem. * * *
- (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply, with a copy sent to Labor Relations, within nine (9) calendar days.

[§ deleted]

Step Two

- (a) Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may within nine (9) calendar days file an appeal to the Fire Chief **or designee**. The Fire Chief **or designee** shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance. Copies of correspondence shall be sent to Labor Relations.
- (b) The City, **the grievant**, and/or **the** Association may mutually agree to waive steps **one (1)** and **two (2)** and proceed directly to hearing by the **Grievance Advisory** Committee when the issue is one over which the grievant's supervisor or Fire Chief has no jurisdiction.

Step Three

- (a) If the grievant is not satisfied with the decision of the Fire Chief **or designee**, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the Fire

Chief's or designee's decision to the Grievance Advisory Committee* * *. **The review/appeal to the Grievance Advisory Committee shall be referred to the Association for review and recommendations before it is delivered to the Labor Relations Division.**

- (b) The City and the Association may agree to seek resolution of the grievance through mediation using the services of the State **Mediation and Conciliation Service**, prior to hearing by the Grievance Advisory Committee. Time limits for processing of grievance are automatically extended * * * **as** long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City and half by the* * * Association.

Step Four

- (a) **The Grievance Advisory Committee shall be composed of three (3) members: one selected by the Association, one selected by the City and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.**
- (b) From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance. **Any fees and expenses for the GAC shall be paid half by the City and half by the Association.**
- (c) **The neutral and Grievance Advisory Committee shall be bound by the language of this MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The neutral and Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral and Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to the date of the incident which gave rise to the grievance.**
- (d) The Grievance Advisory Committee shall conduct a hearing and make a recommendation to the City Manager within thirty (30)

calendar days of their last meeting. * * *

[§§ deleted]

Step Five

- (a) The City Manager shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a final written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.
- 6. Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
- 7. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

ARTICLE VI
DUES DEDUCTION

[§ deleted]

A. DUES CHECK-OFF

1. The City shall deduct the dues or benefit premiums, or both, following receipt of notice from the Association that authorization has been provided to the Association by members in the Unit. The City shall stop dues or benefit premiums, or both, upon receipt of notice from the Association that authorization has been provided to the Association by members in the Unit. Should there be a dispute regarding the deduction of dues, the Association shall provide the City with a copy of the authorization(s) signed by the employee.
2. A **Dues Deduction Authorization** may be revoked by a member of the Unit, and dues or benefit cancelled by representation to the Association.
3. **The Association, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with California Government Code § 1157.12, shall indemnify and hold harmless the City of Fresno, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions.**
4. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated, * * * **in such authorization.**

B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION

1. The Association member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is **in** a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member * * * deposit **with the City** the amount which would have been deducted if the member had been in a pay status during the pay period. In the case of a member who is **in** a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

C. DUES DEDUCTION

Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account * * * **specified** by Fresno City Firefighters Association Local * * * 202.

[§ deleted]

ARTICLE VII
COMPENSATION AND BENEFITS

A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU. **All economic benefit modifications in this MOU shall be effective the pay period after Council approval or July 1, 2024, whichever is later, unless explicitly stated otherwise in the MOU.**

B. SALARIES AND PENSION CONTRIBUTION

1. Salaries

- a. **Employees in this unit active as of the date of MOU implementation, after City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter Sections 605 and 609, shall have their salaries increased by three percent (3%) as reflected in Exhibit I attached hereto and incorporated by reference. The increase shall be retroactively effective July 1, 2024.**

[§§ deleted]

f. COLA Adjustments for Career Rank Average Method DROP Members and Retirees

Effective September 30, 2019, any future cost of living adjustments ("COLA adjustments") for Career-Rank Average Method Deferred Retirement Option Program ("DROP") members and retirees who entered DROP or retired (not having entered DROP) from positions in this unit under FMC Section 3301(a)(9) prior to September 30, 2019, and whose COLA adjustments are calculated using the "F" Step of their respective rank, shall have their COLA adjustments calculated under FMC Section 3301 (a)(9) using the "G" Step salary in lieu of their "F" Step salary to determine average compensation.

g. COLA Adjustments for Final Three-Year Average Method DROP Members and Retirees

Effective September 30, 2019, any future COLA adjustments for Final Three-Year Average Method DROP members and retirees shall be calculated pursuant to FMC Section 3-302(g).

h. Promotion

Employees who are promoted from the Basic Unit (Unit 5) to the Management Unit (Unit 10) will be promoted to a step which is not less than three and one-half percent (3.5%) above their compensation at their lower classification to include all premium pays actually received at the time of promotion, but excluding any overtime payments, or, fifteen percent (15%) above top step Fire Captain, whichever is greater.

2. Pension Contribution

The following applies to employee's pension contributions:

- a. Employees in Unit 10 shall make an additional contribution equal to one percent (1%) of their pensionable compensation to the City of Fresno Fire and Police Retirement System, reducing the City normal contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction to the City of Fresno Fire and Police Retirement System. The employee shall have no option to receive the 1% contribution in cash. The 1% contribution paid by the employee will not be credited to an employee's accumulated contribution account nor will it be deposited into a member's Deferred Retirement Option Program ("DROP") account.
- b. All members who were hired into a permanent City position on or after July 1, 2014 shall make an additional contribution equal to three percent (3%) of their pensionable compensation to the City of Fresno Fire and Police Retirement System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Fire and Police Retirement System. The employee shall have no option to receive the three percent (3%) contribution in cash. The three percent (3%) contribution paid by the employee will not be credited to an employee's accumulated contribution account nor will it be deposited into a member's Deferred Retirement Option Program ("DROP") account.
- c. Employees who separate City employment regardless of reason and withdraw their employee contributions from the Fire and Police Retirement System between July 1, 2014, and the effective date of a Fresno Municipal Code amendment pursuant to the provisions in paragraph "d" will have an amount refunded by the City equal to the additional amount contributed in accordance with paragraph "a" and "b" above.
- d. With the support of the Association, the City will make efforts to amend the FMC to allow the additional contribution amounts above

in paragraphs “a” and “b” to become part of the Member Normal Contribution Rate. When the Municipal Code is so amended, the City and the Association agree that, on the first pay period following the date the new FMC provision goes into effect, all of the following will apply:

1. Active members in Tier 2 who were hired before July 1, 2014, shall have their Normal Contribution Rate increased from nine percent (9%) to ten percent (10%).
 2. Active members in Tier 2 who were hired on or after July 1, 2014, shall have their Normal Contribution Rate increased from nine percent (9%) to twelve percent (12%).
 3. Members of Tier 1 shall have their Member Normal Contribution Rate increased by an additional one percent (1%) which will be added to their existing Entry Age Normal Contribution Rate effective with the change in the FMC in accordance with this Section.
 4. Members who entered DROP prior to March 7, 2011 are not required to make Member Normal Contributions in accordance with the provisions in the Fresno Municipal Code.
 5. Members who enter DROP on or after March 7, 2011 are required to make Member Normal Contributions, and their Member Normal Contributions shall continue to be deposited into the member’s DROP account.
- e. There will be a limited reopener of the MOU to negotiate solely on amending FMC Sections on Pension regarding “Dissolution or Legal Separation.” Any change to the FMC in this regard would proceed only if there is no adverse impact to either the City of Fresno Fire and Police Retirement System (Tiers 1 and 2) or the City of Fresno’s employer contribution rates (e.g., it will be cost-neutral to Tiers 1 and 2 and the City of Fresno, and will not jeopardize in any way the Systems’ tax-qualified status under the Internal Revenue Code).

C. LIFE INSURANCE AND DISABILITY COVERAGE

The City shall provide Life Insurance and Long-Term Disability Insurance for members of this Unit in the amounts and formulas currently provided.

D. HEALTH AND WELFARE

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the sole authority to determine the benefits that will be provided during the term of this MOU. The sole responsibility of the City under this clause

is to provide a set * * * **percentage of the total premium for such benefits** to be contributed to the Trust **by the City** on behalf of the employees represented by the Association. Effective August 1, 2014, the City will contribute seventy-five percent (75%) of the premium established by the Fresno City Employees Health and Welfare Trust Board, and the employee may opt to contribute the amount necessary to make up the difference of the premium established by the Fresno City Employees Health and Welfare Trust Board, through payroll deductions, or accept a reduced coverage option.

The City contribution of the total premium shall be seventy percent (70%) and the employee share of the total premium shall be thirty percent (30%). Employees may opt to contribute the employee share through payroll deductions to make up the difference between the total premium and the City contribution to receive the maximum benefit coverage provided under the Trust or opt not to contribute the employee share and accept a reduced coverage option.

[§ deleted]

Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU, or have terms imposed resulting in a greater contribution by the City (including maintenance of percentage contributions) the City, upon the Association's request, will match that benefit.

The City and the Association shall meet and confer on proposed modifications to the Health and Welfare Trust and proposed alternative health plans. The process may include other represented bargaining units. It is understood that the continuation of the Side Letter on the Health & Welfare Trust dated February 24, 2009 shall be included in this process.

The parties also agree to work collectively in conjunction with their Board representatives to research and recommend potential cost-saving measures for the Health & Welfare Trust, which may include a choice of health program options based on individual need or preference, including a reduced option equivalent to the City's premium contribution, a separate rate for single employees with no dependents, or other flex plan programs; mandatory generic mail order drug maintenance for employees who require prescription drug therapy for any period of 90 days or more; or other measures that may be identified as this work progresses.

E. UNIFORM ALLOWANCE

Employees who are promoted from the Basic Unit (Unit 5) to the Management Unit (Unit 10) shall receive a one-time non-pensionable \$500 stipend for the purchase of the appropriate service uniform required for the higher classification. Employees shall receive one thousand * * * **seven hundred and fifty** dollars (**\$1,750**) per year * * * **as** * * * a uniform purchase* * * and maintenance allowance, paid in a **separate check in** * * * the * * * **first** pay period in * * * **July**. The service uniform allowance provided above shall be pensionable compensation for the purposes of calculating

pension benefits. **The department shall provide structure boots in accordance with department policies.**

Members who separate from City service shall receive their prorated service uniform allowance on their last paycheck.

F. PREMIUM PAY

1. Working Additional Full or Partial Shifts

- (a) Employees occupying the class of Fire Battalion Chief who work a full or partial 24-hour shift, in addition to any shift which is a part of the employee's normal work schedule, shall be paid premium pay in an amount equivalent to one and one-half (1.5) times the hourly rate of D Step of the employee's rank for each hour worked for a shift which is greater than one (1) hour in length. Excluded from such compensation are the following assignments.
 - (1) Attendance at staff meetings.
 - (2) Appearances at disciplinary appeal hearings.
 - (3) Court appearances.
 - (4) Appearances at grievance hearings or Skelly meetings.
 - (5) Administrative duties performed while off duty as defined in Administrative Manual 101.1 Administrative Assignments, as may be modified by mutual agreement of the parties.
- (b) Excluding those assignments enumerated in Section F., 1. (a) above, Battalion Chiefs on a 56-hour work schedule may also work, in addition to their normal work schedule and on a voluntary basis, other duties as assigned in addition to their normal work schedule to be determined on a case-by-case basis. Compensation shall be at the premium pay rate prorated on an hour per hour basis.
- (c) A Fire Battalion Chief on a 56-hour schedule assigned to a 40-hour work week schedule for emergency fire suppression duties or other special assignments on a temporary basis shall be paid at the applicable base hourly rate for each hour worked in such assignment in excess of forty (40) hours. Excluded from such compensation are the following assignments.
 - (1) Attendance at staff meetings.
 - (2) Appearances at disciplinary appeal hearings.
 - (3) Court appearances.
 - (4) Appearances at grievance hearings or Skelly meetings.
 - (5) Administrative duties performed outside the temporary assignment as defined in as defined in Administrative Manual 101.1 Administrative Assignments, as may be modified by mutual agreement of the parties.

- (d) A Fire Battalion Chief permanently assigned to a forty (40) hour work week shall be entitled to Premium Pay under Section F., 1. (a) or (b) for working full or partial 24-hours shifts in addition to his/her normal work schedule. If recalled to be a part of the Incident Command Team on an emergency basis compensation will be paid at the applicable forty (40) hour base hourly rate for each hour worked in such assignment.

2. Education Incentive

A member who has successfully completed all the requirements for the Chief Officer Certificate through the California State Fire Marshal as evidenced by the Fire Chief approval of the packet certifying completion and submission to the California State Fire Marshal shall be compensated at a rate of nine percent (9%) of the member's base rate of pay. If the California Fire Marshal rejects the application, the premium pay will be discontinued until such time as the Chief Officer Certificate through the California State Fire Marshal has been awarded to the member.

A member who has satisfactorily attained a Chief Officer Designation through the Commission on Professional Credentialing, or an Executive Fire Officer Certificate through the National Fire Academy, shall be compensated at a rate of nine percent (9%) above the member's base rate of pay.

The total education incentive a member may receive at one time is 9% of the member's base rate of pay, **prorated and paid biweekly**, and it shall be pensionable compensation **under the City of Fresno's Retirement System** for the purposes of calculating pension benefits.

3. Mutual Aid Agreements/Overhead Replacement Pay

Battalion Chiefs temporarily assigned to another agency through a Mutual Aid Agreement, contract or Memorandum of Agreement with the State shall receive Overhead Replacement (OHR) Premium Pay calculated based on Premium Pay Section F 1 of this MOU. OHR Premium Pay shall be equal to, but not greater than, the amount requested for reimbursement by the City of Fresno for wage replacement costs for time worked beyond the member's normally scheduled hours. The members shall receive the OHR Premium Pay in the paycheck following the hours worked.

Deputy Chiefs assigned to respond to a State or Federal Mutual Aid incident shall receive compensation at their straight time regular rate of pay for all hours assigned to the qualifying incident outside of their normal working hours. The members shall receive this compensation in the paycheck where the hours worked were earned.

[§§ deleted]

4. Staff Position Assignments

Employees who accept a special administrative staff assignment, as defined by the **Fire** Chief or designee shall receive ten percent (10%) of base pay for the class of Battalion Chief on a monthly basis prorated and paid **biweekly** to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable **under the City of Fresno's Retirement System**.

The administrative staff assignments will be assigned to a forty (40) hour work week. No more than * * * **four (4)** employees will be given such assignment at any given time, unless the Chief, in consultation with the Director of Personnel, determines there is a need for an additional special staff assignment.

An employee who accepts a special administrative staff assignment is required to do so for a minimum of two (**2**) years. An employee who leaves the assignment in less than two (**2**) years by determination of the Fire Chief, or who accepts a new position with another agency shall retain the premium pay already earned but shall not earn any additional pay.

5. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating.

- (a) Bilingual certification examinations will be conducted on an as needed basis. Examination applications will be available at the Personnel Services Department, and City department personnel units.
- (b) Bilingual certification examinations are conducted for languages as outlined in the Salary Resolution.
- (c) Certified employees shall be recertified every five (5) years in order to maintain certification.
- (d) The bilingual premium pay rate for certified permanent employees is one hundred dollars (\$100) per month, **prorated and paid biweekly**, regardless of how many languages for which an employee is certified. **This premium pay is pensionable under the City of Fresno's Retirement System.**
 - (1) Certified employees shall interpret/translate for departments/divisions they are not assigned to, provided the requesting

department/division has a demonstrated customer service-related need, and has obtained approval from the certified employee's supervisor.

- (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.
- (3) Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

G. LEAVES

1. Holiday Leave

- (a) Employees shall accrue, at the 56-hour rate, thirteen (13) hours per month (this is equal to six and one half (6.5) **twenty-four (24)** hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.

If January 1, July 4, November 11 or December 25 falls upon a Sunday, the Monday following will be observed as the Holiday in lieu of Sunday. **This applies to all employees in this unit working a 40-hour workweek schedule.**

- (b) Employees at the rank of Battalion Chief shall be allowed to draw vacation and holiday time in any configuration of hours or shifts, by rank, by departmental seniority subject to the provisions of FMC Section 3-108.
- (c) Employees may request payment for any holiday leave balance.

2. Vacation Leave

- (a) Employees shall accrue twenty-four (24) hours of vacation leave for each completed calendar month of employment (The accumulation of unused vacation leave shall not exceed 576 hours, which amounts to vacation accrued in a two-year period of time.)
- (b) No employee's vacation accumulation shall cease due to refusal by the City to grant vacation leave prior to the employee reaching the vacation accumulation limit applicable to the employee's position and length of service. In the event an employee requests in writing vacation leave one (1) month prior to the month in which the limit

would be reached, and such request is refused, the Fire Chief or designee shall extend the employee's accumulation limit for ninety (90) days during which time the employee shall be scheduled for vacation leave sufficient to reduce the employee's balance below the accumulation limit.

3. Management Leave

Battalion Chiefs shall receive ninety (90) hours Management Leave effective July 1 of each fiscal year. Upon their employment by the City, newly appointed employees shall be credited with seven and one half (7.5) hours of Management Leave for each full calendar month remaining in the fiscal year. Employees provisionally appointed shall receive seven and one half (7.5) hours of Management Leave for each full month of such provisional appointment. Employees may receive payment during the fiscal year only for the ninety (90) hours of base Management Leave not taken, **paid at the 56-hour rate**. Any Management Leave not taken at the end of the fiscal year shall not carry over to the next fiscal year.

Deputy Chiefs shall receive one hundred eight (108) hours of Management Leave effective July 1 of each fiscal year. Upon their employment by the City, newly appointed Deputy Chiefs shall be credited with nine (9) hours of Management Leave for each full calendar month remaining in the fiscal year. Deputy Chiefs provisionally appointed shall receive nine (9) hours of Management Leave for each full month of such provisional appointment. Deputy Chiefs may receive payment during the fiscal year only for the one hundred eight (108) of base Management Leave not taken, **paid at the 56-hour rate**. Any Management Leave not taken at the end of the fiscal year shall not carry over to the next fiscal year.

The Fire Chief may grant up to * * * thirty-two (32) hours of **Supplemental** Management Leave to Fire Deputy Chiefs and Fire Battalion Chiefs based on an annual job performance evaluation, as outlined in Article VII, Section N. The determination by the Fire Chief to grant **Supplemental** Management Leave shall be made at the time the annual performance evaluation is completed and credited to the employee the following July 1st. The * * * thirty-two (32) hours of **Supplement** Management Leave shall be credited during July of the fiscal year in which it must be taken. In determining the number of * * * **supplemental** hours to be awarded, the Fire Chief shall also consider the employee's extended work hours and attendance.

- (a) The * * * **Supplemental** Management Leave granted cannot be cashed * * * **out** by employees.
- (b) At the employee's option, up to thirty-two (**32**) hours * * * of the * * * **Supplemental** Management Leave per fiscal year may be transferred to a Special HRA Bank to be credited to an HRA account for eligible employees upon service retirement at eighty percent (80%) of the employee's current hourly base rate of pay at the time

of retirement. Hours in the Special HRA bank may not be used as leave time and cannot be cashed out. There will be no cash out or transfer of hours in the Special HRA bank for employees who are not eligible to participate in the HRA upon retirement.

- (c) Employees not otherwise eligible for **Supplemental** Management Leave who are provisionally appointed to permanent positions in classes eligible for **Supplemental** Management Leave, and new employees shall not be granted any part of this **Supplemental** Management Leave.

4. Management Time Off

At the sole discretion and approval of the Chief, Management Time Off (this would be over and above the Management Leave and Supplemental Management Leave) may be granted if service delivery and the performance of job functions will not be impaired due to the employee's absence. Such time off shall not be calculated on an hour-for-hour basis in relation to total hours worked and it will not be deducted from any existing time banks.

5. Sick Leave

Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2, Constant Staffing Policy, shall apply as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, * * * **the MOU** shall apply.

6. Compensation for Unused Leave * * *

Employees eligible to receive payment for any unused leave balances (i.e., holiday, administrative, * * * and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a **fifty-six (56)** hour (24-hour shift) basis.

At service retirement employees * * * will be credited for all unused sick leave at eighty percent (80%) of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance as well as other qualified medical expenses pursuant to the City's Health Reimbursement Arrangement as set forth below.

7. Protected Sick Leave

Employees shall be allowed to use up to six (6) months of accrued sick leave per fiscal year * * * **as Protected Sick Leave** Protected Leave may be used only for those purposes defined in the California Labor Code Section 233 and 246. * * * **The designation of Sick Leave taken for purposes consistent with California Labor Code Sections 233 and 246 shall be**

made at the sole discretion of the employee. Use of Protected Sick Leave shall be authorized and recorded by * * * **the Fire Chief** or designee.

Employees who separate City employment and return within one (1) year of such separation will **have their previously accrued and unused paid Sick Leave restored.** * * *

8. Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be allowed use of sick leave not to exceed * * * **five (5) days.** Use of sick leave to attend the funeral of a person other than a member of the immediate family **defined under Government Code Section 12945.7** may be granted to an employee by the Fire Chief or designee. * * *

H. SICK LEAVE BENEFIT AT THE TIME OF ELECTION TO ENTER THE DEFERRED RETIREMENT OPTION (DROP) OR AT RETIREMENT

An employee who meets the criteria as outlined below will receive only one of the following benefits based on whether or not the employee enters the DROP program before retiring from City employment.

1. For an employee who has reached the minimum retirement age and who has elected to enter the DROP Program, the calculation of the employee's monthly DROP amount shall include an amount equal to fifty percent (50%) of the employee's unused sick leave balance as of the DROP entry date, with the sum calculated by multiplying fifty percent (50%) of the hours of unused sick leave by the hourly base rate of pay for the employee in effect as of the DROP entry date. The employee's pension contribution on this amount will be calculated as of the date of DROP entry by multiplying the lump sum described above in this subparagraph 1. by the employee's pension contribution rate and that amount will be deducted from the employee's DROP account. The City will also be required to make a corresponding pension contribution to the retirement system based on the additional pensionable compensation created by the Sick Leave Benefit.
2. For the employee who has reached the minimum retirement age and retires from the City without entering DROP, an amount equal to fifty percent (50%) of the employee's unused sick leave balance shall be included in the computation of the employee's retirement allowance as if it were a one-time payment at the hourly base rate of pay for the employee in effect at the date of retirement. The employee and the City will make a corresponding pension contribution to the retirement system based on the additional pensionable compensation created by the Sick Leave Benefit. The employee's retirement contribution will be calculated as of the date of retirement by multiplying the lump sum described above in this subparagraph 2. by the employee's pension contribution rate and the employee agrees to have this amount withheld from the employee's first retirement benefit payment from the Retirement System as the employee's retirement contribution for this

additional amount of pensionable compensation. This provision shall not apply to employees who retire prior to age 50 due to a disability or to former employees that have separated from City service prior to reaching the minimum retirement age and have elected a Deferred Vested status in the City of Fresno Fire & Police Retirement System.

4. The parties agree to reopen the meet and confer process upon request by the Association to discuss Retirement Enhancement Options if the City and Unit 4, Non-Management Police, or Unit 5, Non-Management Fire, or Unit 9 Management Police, agree to retirement enhancement options. The development and implementation of such options shall require mutual agreement by the Association and the City.

[§§ deleted]

I. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding an HRA **and in accordance with the City of Fresno's Retiree Health Reimbursement Arrangement plan document**. The City agrees to maintain the HRA such that it will continue to qualify as a health reimbursement arrangement.

At separation from permanent employment with the City of Fresno by service retirement or at disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the Health Reimbursement Arrangement (HRA). Such "value" shall be determined as follows:

- The total number of all accumulated sick leave hours at the time of retirement multiplied by eighty percent 80% of the employee's * * * current hourly base rate of pay pursuant to the eligibility criteria as set forth in * * * Section **G, Subsection 6**.
- The total number of all accumulated Special HRA bank hours at the time of retirement multiplied by eighty percent 80% of the employee's * * * current hourly base rate of pay pursuant to the eligibility criteria as set forth in * * * Section **G, Subsection 6**.
- Hourly base rate of pay for 40-hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by **two thousand and eighty (2,080)** hours.
- For the purpose of this benefit, the hourly base rate of pay for 56-hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied

by twelve (12) months then divided by **two thousand nine hundred and twelve (2,912)** hours.

At the employer's option, the accounts may be book accounts only – no actual trust account shall be established for any employee. Each HRA book account shall be credited on a monthly basis with a rate of earnings equal to the yield on the City's Investment Portfolio (provided that such yield is positive) but not to be below zero.

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents as well as other qualified medical expenses as defined in Internal Revenue Code Section 213(d), and further detailed in Internal Revenue Service Publication 502. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

J. JURY DUTY AND COURT APPEARANCES

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such report is impractical or would cause the employee to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees in this Unit shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court * * * Time - The payment of court time/appearances shall be in accordance with FMC Section 3-109.

K. ABSENT WITH RELIEF (AWR)

1. With the approval of the Fire Chief or designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten-hour notice requirement will be waived. In the event of an emergency, the ten-hour notice may be waived with approval of the Fire Chief or designee. Should an employee become ill while working an AWR, as outlined by Department policy, the employee shall make a diligent attempt to secure a replacement with an AWR. An ill employee becoming ill while working an AWR is eligible to use earned holiday or vacation leave to replace the AWR. Use of accumulated vacation and/or holiday leave, when

an employee's sick leave is exhausted, is prohibited unless approved by the Fire Chief. An employee becoming ill between 2000 and 0800 hours is eligible use earned sick leave to replace the AWR. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of the employee's salary equal to the salary which will accrue to the requesting employee during the absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during the absence. Approved AWR's shall not be revoked by the City.

2. No employee shall take an AWR for the purpose of other employment, self-employment included.
3. AWR's are governed by Fresno Fire Department Administrative Manual 101.2, Constant Staffing Policy, and may be modified by mutual agreement of the parties.

L. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive **one hundred percent (100%) * * *** of the employee's full wages or salary in accordance with Labor Code 4850.
2. If the employee is placed on Sick, Vacation, or Holiday leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, the leave category used above shall be restored within thirty (30) calendar days of such determination provided that the employee has submitted all necessary documents relevant to their workers' compensation claim, and the employee **was** placed on work related injury/illness leave as provided herein.
3. If the employee is placed on Sick Vacation, or Holiday leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, the leave category used above shall not be restored.
4. Retirement benefits shall not be reduced as a result of compensation paid at the **one hundred (100%) * * *** rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable FMC retirement code sections in the City's Fire and Police Retirement System.
5. Taxes shall not be withheld on compensation at the **one hundred percent**

(100%) * * * rate which is paid due to an injury or illness sustained in the course and scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the parties agree to meet and confer over the effect of such change. The parties agree that such meet and confer is limited to the provisions of Article VII, Section L and that it does not constitute a reopener of the entire MOU.

6. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

M. FIRE SUPPRESSION SERVICE DELIVERY

The City intends for the members of this Unit to be the management providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

N. AMERICANS WITH DISABILITIES ACT (ADA), FAIR EMPLOYMENT & HOUSING ACT (FEHA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act Handbook.

O. TOBACCO POLICY AND DRUG/ALCOHOL TESTING PROCEDURES

Tobacco, and drug and alcohol testing procedures have been established in departmental operational policies and may be modified by mutual agreement of the parties.

P. HOURS OF WORK AND SCHEDULES

1. The workweek for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. * * *
2. Each 9/80 work schedule will consist of eight (8) 9-hour shifts, one (1) 8-hour shift and one (1) day off per 14-day period broken down into two (2) 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week which begins four hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift.

The work week shall end exactly **one hundred and sixty-eight (168)** hours later.

Scheduling of days off is determined by management but must be on a Monday or Friday.

3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.
 - (a) Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8, 9/80 or 4/10 workweek schedule, or combination thereof. (Light duty is not considered a temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five **(5)** calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.

As determined by the **Fire** Chief or designee, employees assigned to assist with Firefighter Recruit Academy or School will be placed on a 5/8 schedule during this special training period of time, **unless otherwise approved by the Fire Chief.**

- (b) The hours for a 5/8 workweek consist of five **(5)** eight-hour days with two **(2)** consecutive days off. The hours for a 4/10 workweek consist of four **(4)** ten-hour days with three **(3)** days off, of which two **(2)** of the days off will be consecutive. Scheduling of days off is determined by management.
 - (c) Leave requests for all time off are processed utilizing * * * **the 56-hour rate.**
5. The 2/4 schedule shall be the normal work schedule for employees on a 56-hour work week. The 2/4 schedule will consist of two **(2)** 24-hour worked back-to-back, with four shifts off (e.g. AABBBCCAABBBCC). All transfers and movement of relief personnel in such manner as to avoid having employees work greater than **seventy-two (72)** consecutive hours.

Q. DEPUTY FIRE CHIEF STATUS

An employee holding the position of Fire Deputy Chief who is removed for reasons other than malfeasance or misconduct may return to a position in the previous class held. For example, if the Fire Deputy Chief has previously held status as a

Fire Battalion Chief, the employee has return rights to a position in the class of Fire Battalion Chief. The Fire Chief or designee has the prerogative of assigning the former Fire Deputy Chief as necessary for the good of the service. Time spent in the Fire Deputy Chief position will be considered in determining seniority in the last previous job class held. No other employee in this Unit shall be demoted (bumped) to a position in a lower class as a result of this action.

R. RATES OF PAY

The hourly rate of pay for employees whose schedule is 40 hours per week is calculated by multiplying the monthly rate of pay by 12 and dividing by 2,080. The hourly rate of pay for employees whose schedule is 56 hours per week is calculated by multiplying the monthly rate of pay by 12 and dividing by 2,912.

ARTICLE VIII
HEADINGS/REFERENCES/CITATIONS

A. HEADINGS

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience and shall not affect the construction or interpretation of any of the language of this MOU.

B. REFERENCES/CITATIONS

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or city ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX
SAVING CLAUSE/FULL UNDERSTANDING

A. SAVING CLAUSE

In the event any article, section or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

B. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties regarding all such matters are hereby superseded and terminated in their entirety. With respect to side letter agreements, any not attached to this MOU are hereby terminated in their entirety. Those side letter agreements attached to this MOU shall continue in force subject to the terms and conditions set forth within each side letter. In the absence of any specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU.

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Milias-Brown Act, Government Code Section 3500, et. seq.

ARTICLE X
TERM* * *

This MOU shall be in full force and effect from * * * **July 1, 2024**, through * * * **June 15, 2025**, subject to Sections A., B., and C. below.

- A. This MOU shall be effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, **and after all parties named on the signature page of this MOU have signed the MOU**, and shall remain in full force and effect through June 30, 2024.
- B. During the term of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation which are not addressed in this MOU, the party requesting such modification shall request in writing to meet and confer on the item(s), which item(s) shall be specified in writing.
- C. During the term of this MOU, either party may refuse such request by the other to meet and confer without explanation if (1) the item is directly considered and specifically addressed herein; or (2) is directly considered and specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes or regulations, or binding case law changes regarding statutes or regulations after exhaustion of the appeal process, referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.
- D. Notwithstanding the foregoing, the parties agree to meet and confer over the following items during the term of this MOU.

Proposed changes to the Personnel and Civil Service provisions of the FMC during the term of this MOU. If the Unit wishes to meet regarding any proposed changes, a meeting or meetings to discuss the proposed changes will not be unreasonably delayed.

[§ deleted]

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2024.

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

FOR THE CITY OF FRESNO:

STEPHEN D. LEONESIO
Legal Counsel

JENNIFER MISNER
Assistant Director of Personnel Services

DEAN SANDERS
President

SUMEET MALHI
Director of Personnel Services

KEOLA PARK
Fire Battalion Chief

JENNIFER DERUOSI
Legal Advisor

DEVIN MCGUIRE
Fire Deputy Chief

SANDRA CHAVEZ MARTIN
Assistant Director of Personnel Services

TIM FULMER
Fire Battalion Chief

IVY ESTRADA
Personnel Manager

STEPHANIE FOGIO
Senior Human Resources/Risk Analyst

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Deputy City Attorney

NORMA DELGADO
Senior Human Resources/Risk Analyst

EXHIBIT I - SALARIES

TABLE I									
Salaries Effective July 1, 2024									
STEP	A	B	C	D	E	F	G	H	I
Fire Battalion Chief	9850	10345	10861	11401	11972	12570	13199	13858	14551
Fire Deputy Chief	12488	13112	13770	14459	15182	15943	16742	17580	18459