

SECTION 13. SALARY RATES

The various classes of employment in the City service listed in the following designated exhibits (which are incorporated herein) shall be paid at the rates set forth therein opposite each class title:

EXHIBIT 1	Non-Supervisory Blue Collar
EXHIBIT 2	Non-Represented Management and Confidential Classes
EXHIBIT 3	Non-Supervisory White Collar
EXHIBIT 4	Non-Management Police
EXHIBIT 5	Fire Non-Management
EXHIBIT 6	Bus Drivers and Student Drivers
EXHIBIT 7	Non-Supervisory Groups and Crafts
EXHIBIT 8	Non-Represented
EXHIBIT 9	Police Management
EXHIBIT 10	Fire Management
<u>EXHIBIT 11</u>	<u>Fresno Airport Public Safety Officers Association</u>
EXHIBIT 12	Board and Commission Members
EXHIBIT 13-1	Exempt Supervisory and Professional
EXHIBIT 13-2	Non-Exempt Professional
EXHIBIT 14	Management Classes

SECTION 18. BENEFITS FOR POLICE CADETS, PERMANENT PART-TIME EMPLOYEES, AND LIMITED EMPLOYEES AND TEMPORARY EMPLOYEES; ~~AND BENEFITS AND TERMS AND CONDITIONS FOR PERMANENT AIRPORT PUBLIC SAFETY OFFICERS AND PERMANENT AIRPORT PUBLIC SAFETY SUPERVISORS; AND TEMPORARY EMPLOYEES~~

A. Employees in the Police Cadet series shall receive the following benefits:

1. Police Cadet is a training series and is designed to ultimately lead to appointment to a permanent full-time position other than Police Cadet in the Police Department. A Police Cadet may be terminated from the Police Cadet program pursuant to FMC 3-266(d).
2. Upon appointment to a permanent position other than Police Cadet, time served as a Police Cadet I and II shall not be included in calculating an employee's period of continuous service for the purposes of seniority, retirement benefits, leave accruals, or other benefits.
3. Police Cadets shall be provided with Social Security benefits and shall not be members of the Fresno City Employees' Retirement System as they are employed principally for the purpose of training.
4. Actual hours worked in excess of 40 hours a week shall be compensated as overtime in accordance with the applicable provisions of FLSA.
5. Fringe benefits for employees in permanent positions in the Cadet series will be determined by the City Manager or designee.
6. Protected Sick Leave

Employees will accumulate and be able to use Protected Sick Leave in accordance with SB 616 and AB1522, Healthy Workplace Healthy Family Act of 2014, up to forty (40) hours or five (5) days each fiscal year, whichever is greater.

Employees will earn one (1) hour of leave for every thirty (30) hours of work, including overtime. This accrual will begin on July 1, 2015, or the first day of employment, whichever is later. Accruals of Protected Sick Leave will be capped at eighty (80) hours. Accruals of Protected Sick Leave may be carried over from year to year.

Employees who leave City employment and return within one (1) year from the date of separation will have their previously accrued and unused paid Sick Leave restored.

7. Bilingual Premium Pay

Employees in the Cadet Series shall be eligible for the Bilingual Certification Program as provided in Section 15.

8. Uniform Pay

New employees in Cadet classification who are required to purchase, maintain, and/or wear a uniform shall receive three hundred ninety-six dollars (\$396) in their

first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of employment, employees in Cadet I and Cadet II classes shall receive sixty-six dollars (\$66) per month for uniform maintenance and replacement to be prorated on a pay-period-by pay period basis. In the event the new employee voluntarily leaves the position within the first six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the three hundred ninety-six dollars (\$396) for each full calendar month to be prorated on a pay-period-by-pay-period basis.

B. Benefits for Permanent Part-Time (hereafter "PPT") employees shall be as follows:

1. Health and Welfare benefits shall be provided as outlined in Section 16A.
2. PPT employees shall be provided with Social Security benefits and shall not be members of the Fresno City Employees' Retirement System. PPT employees who participated in the plan as a permanent full-time employee and whose contributions remain on deposit, remain members of the Fresno City Employees' Retirement System and will continue contributing to the Retirement Plan.
3. PPT employees shall be paid for jury duty attendance and court attendance in accordance with FMC Sections 3-109 and 3-110.

4. Holidays

PPT employees shall receive paid leave for holidays in proportion to the number of non-overtime hours scheduled for that position, as reflected in the adopted budget.

5. Leave for PPT Employees in Exhibit 2

PPT employees appointed in a permanent class included in Exhibit 2, shall be granted leave under the same terms and conditions as full-time employees in the same class in Exhibit 2, except that such leave shall be at a rate proportionate to a permanent full-time employee occupying the same class, according to the number of hours scheduled to work.

6. Long Term Disability and Life Insurance for PPT Employees in Exhibit 2

PPT employees appointed in a permanent class included in Exhibit 2, shall be provided a Life Insurance benefit that is equal to the employee's annual earnings, rounding up to the next \$1,000, with a maximum benefit of \$150,000. The City provides Long Term Disability Insurance for PPT employees in accordance with the terms of the policy.

C. Benefits for Limited Employees and Temporary Employees

1. Limited Employees

- a. Benefits for Limited employees appointed pursuant to FMC Section 3-256 who do not hold a permanent position as defined in FMC Section 3-202 to a job classification listed in Exhibit 2 or who are not permanent employees as defined in FMC Section 3-202 shall be as follows:

- i. Health and Welfare and leave benefits shall be afforded to Limited employees commensurate with the benefits provided to employees in the same job classification who hold a permanent position in Exhibit 2 or permanent employees as defined by FMC Section 3-202, respectively.
 - ii. Limited employees shall be provided with Social Security benefits and shall not be members of the Fresno City Retirement Systems. Limited employees who participated in the plan as permanent full-time employees and whose contributions remain on deposit remain members of the Fresno City Retirement Systems and will continue contributing to the Retirement Plan.
 - iii. Limited employees shall be paid for jury duty attendance and court attendance in accordance with FMC Sections 3-109 and 3-110.
 - iv. Limited employees in non-exempt job classifications who are assigned to standby duty shall receive premium pay of \$1.65 an hour while assigned to standby duty. Standby duty is defined as time outside of a Limited employee's work shift where management requires a Limited employee to be available to report for standby work. Standby work is defined as the hours worked outside of a Limited employee's work shift where a Limited employee assigned to standby duty is required to report for work. In the event a Limited employee on standby duty is required to report for standby work, standby premium pay shall be discontinued once the Limited employee reports for standby work. Premium pay for standby duty and compensation for hours worked, whether the hours worked are during the Limited employee's standby work or work shift, shall not be paid concurrently. During the time the Limited employee is working standby work, the Limited employee shall be compensated at their applicable rate of pay. Time spent on standby duty shall not be considered hours worked.
- b. Benefits for Limited employees appointed pursuant to FMC Section 3-256 who hold a permanent position as defined in FMC Section 3-202 to a job classification listed in Exhibit 2 or who are permanent employees as defined in FMC Section 3-202 shall continue to receive the same benefits commensurate with those provided in their permanent position or as a permanent employee, respectively, except as specifically modified herein.

2. Temporary Employees

- a. Temporary employees in non-exempt job classifications who are assigned standby duty shall receive premium pay of \$1.65 an hour while assigned to standby duty. Standby duty is defined as time outside of a Temporary employee's work shift where management requires a Temporary employee to be available to report for standby work. Standby work is defined as the hours worked outside of a Temporary employee's work shift where a Temporary employee assigned to standby duty is required to report for work. In the event a Temporary employee on standby duty is required to report for standby work, standby premium pay shall be discontinued once

the Temporary employee reports for standby work. Premium pay for standby duty and compensation for hours worked, whether the hours worked are during the Temporary employee's standby work or work shift, shall not be paid concurrently. During the time the Temporary employee is working standby work, the Temporary employee shall be compensated at their applicable rate of pay. Time spent on standby duty shall not be considered hours worked.

D. Use of Protected Sick Leave for Police Cadets and Permanent Part-Time Employees:

1. The employee, at their sole discretion, must determine whether to designate leave as Protected Sick Leave under CA LC 233. Employees shall note this designation when reporting the absence. The leave will not be used or considered for the purpose of corrective and/or disciplinary action.

The purpose of this benefit is to allow employees time to care for themselves and family members as defined in California Labor Code section 246.5 for the purposes identified in California Labor Code section 233 as stated in subsection 3 below. Employees are encouraged to schedule routine medical and/or dental appointments outside of regular work hours when possible. Use of Protected Sick Leave shall be authorized and recorded by an appointing authority or designee.

2. Protected Sick Leave can be used for:
 - i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee;
 - ii. Diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee's parent (a biological adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (a child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis - this definition of a child is applicable regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandchild; or,
 - iii. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Section 230(c) and Labor Code Section 230.1(a).
3. After the employee has taken the first five (5) days of Protected Sick Leave or forty (40) hours, whichever is greater, for purposes as defined in subsection C.2 above on or after July 1 of each year, these provisions under SB 616 and AB1522, Healthy Workplace Healthy Family Act of 2014 will no longer be applicable. Sick Leave may be used beginning on the ninetieth(90th) day of employment.
4. Protected Sick Leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations regarding approval time off.

5. Employees who leave City Employment and return within one (1) year from the date of separation will have their previously accrued and unused paid Sick Leave restored.

~~E. Benefits and Terms and Conditions for Permanent Airport Public Safety Officers and Permanent Airport Public Safety Supervisors shall be as follows until such time as a new MOU is duly ratified, at which time the benefits, terms, and conditions of employment for Airport Public Safety Officers and Airport Public Safety Supervisors shall be governed by the MOU and other applicable City rules~~

~~1. Health and Welfare~~

~~i. Health and Welfare benefits shall be provided as outlined in Section 16A, unless an employee elects the Other Health Insurance Opt Out Option as outlined in subsection C.1.b. below.~~

~~ii. Other Health Insurance Opt Out Option:~~

~~1. With proof of other health insurance coverage, employees may opt out of enrolling in the City's Health and Welfare plan if enrolled in a health plan outside of the City, such as a spousal plan.~~

~~2. Eligible employees (i.e., with proof of other health insurance) may opt out of enrolling in the City's Health and Welfare plan upon:~~

~~a) Employment with the City;~~

~~b) Within thirty (30) days of a qualifying event; or~~

~~c) During the open enrollment period for the Health Plan.~~

~~3. On an annual basis during the month of November, an employee electing to opt out of the City's Health and Welfare plan will be required to submit proof of other health insurance to the Personnel Services Department. If other insurance is discontinued for any reason at any point, the employee must notify the Personnel Services Department immediately. If the employee does not provide proof of other health insurance annually during the month of November, they will automatically be enrolled in the City's Health and Welfare Trust Plan, and will not be eligible to opt out of the City's Health and Welfare Trust Plan during the respective plan year unless they have a qualifying event and submit proof of other insurance within thirty (30) (30) days of the qualifying event. Otherwise, they may opt out during the open enrollment period for the Health and Welfare Trust Plan with acceptable proof of other health insurance.~~

~~4. Acceptable proof of other health insurance will be presenting a current insurance identification card bearing the employee's name, or proof of the employee's eligibility from the insurance provider. In all cases, acceptable proof of other health insurance for purposes of this section must include the City employee's name.~~

~~2. Pension and Social Security~~

~~a. Pension for Airport Public Safety Officers~~

~~Airport Public Safety Officers in the Fire and Police Retirement system shall pay an additional contribution equal to three percent (3%) of their pensionable compensation to the Fire~~

~~and Police Retirement System, reducing the City retirement contribution by the 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 Account Program ("DROP") account.~~

~~b. Pension for Airport Public Safety Supervisors~~

~~Employees in Tier 2 of the Fire and Police Retirement System, hired on or after June 29, 2015, shall pay an additional contribution equal to three percent (3%) of their pensionable compensation to the Fire and Police Retirement System, reducing the City retirement contribution by the 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 Account Program ("DROP") account.~~

~~Effective June 29, 2015, employees in Tier 2 of the Fire and Police Retirement System who were hired before June 29, 2015, including those employees in DROP, shall make an additional contribution equal to one percent (1%) of their pensionable compensation to the Fire and Police Retirement System, reducing the City retirement contribution by the 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 one percent (1%) contribution in cash. The one percent (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 DROP account.~~

~~c. Permanent Part Time Airport Public Safety Officers and Permanent Part Time Airport Public Safety Supervisors~~

~~Permanent part time Airport Public Safety Officers and permanent Part Time Airport Public Safety Supervisors shall participate in the Social Security System and shall not be members of the City of Fresno Fire and Police Retirement System unless:~~

- ~~(1) The individual is transferring from a full time permanent position in the City of Fresno Fire and Police Retirement System to a part time position in the Fire and Police System;~~
- ~~(2) At separation from City employment, the individual elected a Deferred Vested status in the Fire and Police Retirement System. Upon re-employment as a Public Safety~~

~~Supervisor, the individual will resume participation in the Fire and Police Retirement System; or~~

~~(3) The individual is a retiree of the City of Fresno Fire and Police Retirement System and is reinstated from retirement by the City of Fresno Fire and Police Retirement Board in accordance with Fresno Municipal Code Section 3-334.~~

~~3. Life Insurance and Long Term Disability for Permanent Airport Public Safety Supervisors~~

~~a. Life Insurance: The City will provide a Life Insurance benefit that is equal to the employee's annual earnings, rounding up to the next \$1,000, with a maximum benefit of \$150,000.~~

~~b. Long Term Disability: The City provides Long Term Disability Insurance for employees in accordance with terms of the City's policy.~~

~~4. Sick Leave~~

~~Employees shall accrue Sick Leave at the rate of eight point four (8.4) hours for each completed calendar month of employment. Employees shall not accrue additional Sick Leave once their balance reaches nine hundred (900) hours. The FMC, City Administrative Orders, departmental policies, procedures, rules and regulations concerning Sick Leave usage and administration will continue to apply.~~

~~Protected Sick Leave:~~

~~All employees may use up to one-half of their annual Sick Leave accrual for purposes consistent with California Labor Code section 233.~~

~~Protected Sick Leave, as described above, may be used under the following circumstances, and may be designated as protected time pursuant to the state law at the employees' discretion:~~

- ~~• Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;~~
- ~~• Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's parent (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (a child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco~~

~~parentis— this definition of a child is applicable regardless of age or dependency status), spouse, registered domestic partner, sibling, grandparent, or grandchild; or,~~

- ~~•—— For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Section 230(c) and Labor Code Section 230.1(a).~~

~~Employees who terminate City employment and return within one year of such termination will be entitled to have their previously accrued and unused paid Sick Leave.~~

~~Any leave taken under these provisions which would also apply to other Sick Leave provisions (e.g., Protected Sick Leave and/or family and medical leave) would also count toward those provisions.~~

~~5. Supplemental Sick Leave~~

~~On each July 1 employees shall be credited forty (40) hours of Supplemental Sick Leave with an accrual limit of forty (40) hours per year and up to a total lifetime maximum of eighty (80) hours. However, if an employee is absent from work on a leave without pay status on July 1st, the additional forty (40) hours shall be prorated and received upon the employee's return to work. The credit of hours shall be prorated for employees hired after July 1st.~~

~~Supplemental Sick Leave may only be utilized once the employee has exhausted all other Sick Leave and Vacation Leave accruals, or as Protected Sick Leave during the first and second year of employment where an employee is accruing Supplemental Sick Leave and once their regular Sick Leave balance is exhausted, up to one half of the total time~~

~~accrued during the fiscal year may be used in accordance with California Labor Code 233, as described in Section 18.B.3. above.~~

~~Upon separation from City service the accrued Supplemental Sick Leave hours will be:~~

- ~~a. Credited as service credit on an hour-per-hour basis upon retirement; or~~
- ~~b. Cashed out at retirement or upon separation from the City.~~

~~6. Vacation Leave~~

~~a. Airport Public Safety Officers:~~

~~(1) Employees shall accrue Vacation Leave hours for each completed calendar month of employment as reflected below. Employees are allowed to only accumulate up to twice their amount of annual accrual of Vacation Leave.~~

Years of Continuous Employment	Accrual Rate (hrs./mo.)
Less than 10	8.4
More than 10	10.5

~~(2) An employee's Vacation Leave accumulation shall not cease due to refusal by the City to grant Vacation Leave prior to the employee reaching the Vacation Leave 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 Director of Aviation or designee shall extend the employee's Vacation Leave 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.~~

~~b. Airport Public Safety Supervisors:~~

~~(1) Employees hired before June 29, 2015 shall accrue Vacation Leave hours for each completed calendar month of employment as reflected below. Employees with less than ten (10) years of continuous employment are allowed to accrue 336~~

~~hours of Vacation Leave, and employees with ten (10) years or more continuous employment are allowed to accrue 420 hours of Vacation Leave.~~

Years of Continuous Employment	Accrual Rate (hrs./mo.)
Less than 10	10.5
More than 10	14

~~(2) Employees hired on or after June 29, 2015 shall accrue Vacation Leave hours for each completed calendar month of employment as reflected below. Employees are allowed to only accrue up to twice their amount of annual accrual of Vacation Leave.~~

Years of Continuous Employment	Accrual Rate (hrs./mo.)
Less than 10	8.4
More than 10	10.5

~~(3) An employee's Vacation Leave accumulation shall not cease due to refusal by the City to grant Vacation Leave prior to the employee reaching the Vacation Leave 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 Director of Aviation or designee shall extend the employee's Vacation Leave 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.~~

~~7. Holiday Leave~~

~~a. Airport Public Safety Officers:~~

~~(1) Employees shall accrue eight point four 8.4 hours per month in lieu of the Holidays recognized in FMC Section 3-116.~~

~~(2) Employees may request payment and be compensated for up to forty eight (48) hours or ten percent (10%) of their holiday leave balance, whichever is greater, each fiscal year. The employee's request to be paid must be received by the~~

~~Department payroll clerk at least ten (10) calendar days prior to the next biweekly pay period. Employees must cash out a minimum of twelve (12) hours. No cash out may be requested between April 1st and June 30th.~~

~~b. Airport Public Safety Supervisors:~~

~~(1) — Employees shall accrue eight point four (8.4) hours per month as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.~~

~~(2) — Employees may request payment and be compensated for up to forty eight (48) hours or twenty five percent (25%) of their holiday leave balance, whichever is greater, each fiscal year. The employee's request to be paid must be received by the Department payroll clerk at least ten (10) calendar days prior to the next biweekly pay period. Employees must cash out a minimum of twelve (12) hours.~~

~~8. Compensatory Time Off~~

~~a. — An employee has the option to accrue CTO in lieu of cash payment for overtime hours worked for the first sixty (60) hours of overtime worked in a fiscal year. CTO may not be rolled over into the next fiscal year. CTO may be used for time off during the fiscal year it is earned, will be cashed out upon separation from employment if unused CTO from the current fiscal year remains, or will be cashed out during the last pay period of each fiscal year at the employee's base rate of pay.~~

~~b. — Employees who have reached the maximum accrual (60) hours of CTO in a fiscal year shall be given cash payment for additional overtime hours worked.~~

~~c. — CTO shall be accumulated at the applicable overtime rate for the time worked under the provisions of the Fair Labor Standards Act (FLSA).~~

~~d. — The use of accumulated CTO shall be requested, and subject to approval by the Airport Public Safety Manager or designee.~~

~~9. Premium Pay~~

~~a. P.O.S.T Certificate Pay:~~

~~(1) — Airport Public Safety Officers~~

~~a) — Employees who have satisfactorily attained the Advanced P.O.S.T. Certificate shall be compensated at a rate of seven percent (7%) above the base rate of pay.~~

~~(2) — Airport Public Safety Supervisors~~

~~a) — Employees who have satisfactorily attained the Intermediate P.O.S.T. Certificate shall be compensated at a rate of five percent (5%) above the base rate of pay.~~

~~b) — Employees who have satisfactorily attained the Advanced P.O.S.T. Certificate shall be compensated at a rate of seven percent (7%) above the base rate of pay.~~

~~c) — Airport Public Safety Supervisors who have satisfactorily attained the Supervisory P.O.S.T. Certificate shall be compensated at a rate of nine percent (9%) above the base rate of pay.~~

~~d) — P.O.S.T. Certificate pays are not stackable with each other and shall be paid at the highest certification obtained.~~

~~b. — Night Shift Premium:~~

~~Employees who have a shift regularly scheduled from 19:00 hours to 07:00 hours will receive night shift premium pay of \$1.75 per hour for all hours actually worked between said hours.~~

~~c. — Bilingual Certification Pay:~~

~~Employees shall be eligible for the Bilingual Certification Program as provided in Section 15.~~

~~10. — Uniform Allowance~~

~~Employees shall receive \$1,200 per year as a uniform purchase and maintenance allowance and paid in semi-annual installments on the last pay period in December and June. For employees in Tier 2 of the City of Fresno Fire and Police Retirement System, the uniform allowance is not pensionable.~~

~~11. — Health Reimbursement Arrangement~~

~~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 HRAs.~~

~~At service retirement, or at a disability retirement if a Tier II member is otherwise eligible for service retirement, or upon resignation if the employee is otherwise eligible for service retirement, employees who have used one hundred twelve (112) hours or less of Sick Leave used for sick time (excluding only hours used for Workers' Compensation benefits and/or statutorily protected leaves such as Family & Medical Leave, and Family Sick Leave, and/or Bereavement Leave) in the 24 months preceding their date of retirement, will be credited with an account for the employee under the HRA to be used solely to pay premiums for medical insurance (including COBRA premiums) and qualified medical expenses for the participant, the participant's spouse (or surviving spouse in the event of~~

~~the death of the participant), and the participant's dependents pursuant to the City of Fresno Retiree HRA Plan Document.~~

~~The "value" of the account shall be determined as follows:~~

- ~~• The number of accumulated Sick Leave hours in excess of 240 hours at the time of retirement multiplied by 80% of the employee's then current hourly base rate of pay.~~
- ~~• The hourly base rate of pay for employees shall be the equivalent of the monthly salary for the classification as reflected in the Salary Resolution, multiplied by twelve (12) months then divided by 2,080 hours.~~

~~At the employer's option, the HRA accounts shall 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).~~

~~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.~~

~~While this provision is in effect, eligible employees shall not be allowed to cash out any accumulated or accrued sick leave at retirement.~~

~~12. Workers' Compensation~~

- ~~a. Notwithstanding the provisions of FMC Section 3-118, the percentage of wages or salary and benefits received by a full-time employee who suffers an injury or illness in the course and scope of City employment shall be paid in accordance with Labor Code 4850. Consistent with FMC Section 3-118, the percentage of wages or salary and benefits received by a part-time employee who suffers an injury or illness in the course and scope of City employment shall be in accordance with the State of California workers' compensation laws set forth in the California Labor Code.~~
- ~~b. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count toward the exclusion period; however, this time shall be recorded as work related injury/illness absence.~~
- ~~c. At the employee's option, in the event work related injury/illness pay from the City is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may first take Sick Leave, Vacation Leave, or Holiday Leave for that period.~~
- ~~d. If the employee is placed on sick leave, vacation or holiday pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation or holiday 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 placed on work related injury/illness leave as provided herein.~~

- ~~e. If the employee is placed on sick leave, vacation or holiday pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation or holiday shall not be restored.~~
- ~~f. Retirement benefits shall not be reduced as a result of compensation paid at the one hundred percent (100%) rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.~~
- ~~g. 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.~~

~~13. Airport Public Safety Officer Temporary Assignment to Perform Duties of Absent Employees (Acting)~~

~~In the absence of an Airport Public Safety Supervisor, Airport Public Safety Officers who meet the minimum qualifications of the Airport Public Safety Supervisor classification may be authorized by the Airports Director or designee to act as an Airport Public Safety Supervisor. For hours actually worked in an acting capacity, the employee will be compensated as an Airport Public Safety Supervisor such that the employee shall be paid the step in the Airport Public Safety Supervisor salary range which is at least three and one-half percent (3.5%) higher than the base rate of pay received as an Airport Public Safety Officer. If such an increase would require a payment greater than the highest step of the Airport Public Safety Supervisor salary range, then the highest step of the Airport Public Safety Supervisor salary range shall be paid.~~

~~14. Rates of Pay~~

~~The hourly base rate of pay for employees shall be the equivalent of the monthly salary for the classification as reflected in the Salary Resolution, multiplied by twelve (12) months then divided by 2,080 hours.~~

~~15. Hours and Work Schedules~~

- ~~1. The workweek/work cycle work period under FLSA will be determined by management in accordance with the needs of the Airport with the understanding that employees perform both law enforcement and fire protection duties under the definitions of FLSA and are considered to be covered under rules applicable to law enforcement.~~
- ~~2. Employees are on a 14 day work period with a schedule consisting of three twelve (12) hour shifts in one week and four twelve (12) hour shifts in another week. As noted below, this work period and schedule can be changed with appropriate~~

notice.

- ~~3. Work schedules are established solely at management's discretion based upon the need to provide service to the public and operational efficiency requirements. Work schedules may be rotated, at management's discretion.~~
- ~~4. Management will provide thirty (30) calendar days written notice of a change in work schedules to employees. A copy will be sent to Labor Relations.~~