

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND THE

CITY OF FRESNO MANAGEMENT EMPLOYEES ASSOCIATION

(Management Classes - Unit 14)

~~August 1, 2022 through June 16, 2024~~

June 17, 2024 through June 15, 2025

TABLE OF CONTENTS

ARTICLE I – PREAMBLE..... 1
A. PURPOSE 1
B. DEFINITIONS..... 1
C. GOVERNING LAWS 1
ARTICLE II – EMPLOYEE RIGHTS 2
A. GENERAL 2
B. NONDISCRIMINATION..... 2
C. EMPLOYEE RESPONSIBILITIES..... 2
D. PERSONNEL FILES 2
ARTICLE III – CITY RIGHTS 4
A. GENERAL 4
ARTICLE IV - RECOGNITION 6
A. ASSOCIATION RECOGNITION..... 6
B. UNIT DESCRIPTION..... 6
C. CITY RECOGNITION..... 7
D. RECOGNITION OF MUTUAL OBLIGATION..... 7
E. NEW EMPLOYEE ORIENTATION 7
F. EMPLOYEE INFORMATION..... 7
G. LOCKOUT AND STRIKES 8
ARTICLE V – REPRESENTATION AND RESOLUTION OF CONCERNS 9
A. SCOPE OF REPRESENTATION 9
B. REPRESENTATION OF EMPLOYEES..... 9
C. RESOLUTION OF CONCERNS..... 9
D. CORRECTIVE ACTIONS 10
ARTICLE VI – COMMUNICATIONS 11
A. ASSOCIATION BUSINESS..... 11
B. ASSOCIATION OFFICERS AND DIRECTORS 11
C. EXCHANGE OF INFORMATION 11
ARTICLE VII – DUES DEDUCTIONS 13
A. GENERAL 13
B. EXCEPTION TO THE DUES DEDUCTION AUTHORIZATION 13
C. DUES DEDUCTION 13
ARTICLE VIII – COMPENSATION AND BENEFITS..... 14
A. GENERAL 14
B. SALARIES AND PENSION 14
C. PREMIUM PAY 17
D. PROFESSIONAL ENGINEER LICENSE RENEWAL REIMBURSEMENT..... 19
E. LIFE INSURANCE AND DISABILITY COVERAGE..... 19
F. FRESNO CITY EMPLOYEES HEALTH AND WELFARE 21
G. LEAVES 22
 1. Attendance Policy..... 22
 2. Annual Leave..... 22

3.	Supplemental Sick Leave	25
4.	Holiday Leave	25
5.	Management Leave	27
6.	Management Time Off	27
H.	HEALTH REIMBURSEMENT ARRANGEMENT (HRA)	27
I.	WORKERS' COMPENSATION	29
J.	COURT TIME	30
K.	WORK SCHEDULES	30
L.	USE OF PERSONAL VEHICLES	30
M.	BENEFITS FOR PERMANENT PART-TIME EMPLOYEES	31
	ARTICLE IX – HEADINGS, SAVING CLAUSE, AND FULL UNDERSTANDING	32
A.	HEADINGS	32
B.	SAVING CLAUSE	32
C.	FULL UNDERSTANDING	32
	ARTICLE X – TERMINATION	33
	EXHIBIT 1 – SALARIES EFFECTIVE JANUARY 1, 2022 JUNE 17, 2024	35
	EXHIBIT 2 – SALARIES EFFECTIVE JUNE 20, 2022	37
	EXHIBIT 3 – SALARIES EFFECTIVE JUNE 19, 2023	39
	ATTACHMENT 1 – EMPLOYEE PERFORMANCE EVALUATION FORM	

LEGEND

***	= 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 (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the City of Fresno Management Employees Association, Management Unit, hereinafter referred to as the Association, CFMEA, or as Unit, has as its purpose the establishment of wages, hours, and other terms and conditions of employment, and to promote collaboration in the resolution of issues affecting all parties.

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 Article 2 of Chapter 3, and Sections 3-101, 3-201, 3-202, 3-501, and 3-603 of the Fresno Municipal Code (FMC) shall govern the construction, meaning, and application of words and phrases 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 from 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 or MMBA), as may be amended from time to time, and Article 6 of Chapter 3 of the FMC. In the event of 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 are set forth in Section 3-604 of the FMC, and said section presently reads as follows:

"Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relationship with the City. No employees shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee or an employee organization because of exercise of any of these rights. No management employee or confidential employee shall act as a representative of any employee organization which represents employees other than management employees or confidential employees."

B. NONDISCRIMINATION

The provisions of this MOU shall apply to and be exercised by all members of the Association consistent with state and federal nondiscrimination statutes.

C. EMPLOYEE RESPONSIBILITIES

All employees in the 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.

D. PERSONNEL FILES

1. The Personnel Services Department shall maintain the official personnel file for each employee. Each employee may review, or authorize in writing its review by a designated representative, subject to reasonable rules and regulations, and receive a copy of all material placed in either their official file or departmental personnel file. If an employee disagrees with the content of a document placed in either file, it shall be the right of the employee to submit a response to the Director of Personnel Services to be attached to the document in question and included in the appropriate file. Personnel files are confidential and access is limited.

2. Documents, including performance evaluations, retained in the employee's departmental personnel file shall be forwarded to the employee's new department if the employee transfers, promotes, or demotes. The file should be forwarded to Personnel Services Department when the employee leaves City service.
3. Inquiries regarding employment references shall be administered in accordance with existing City policies.

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. Specifically:

"(a) The exclusive rights to the City include, but are not limited to, the right to

- (1) determine the missions of its constituent departments, divisions, commissions, and boards;
 - (2) set standards of service and municipal fees and charges;
 - (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
 - (4) direct its employees;
 - (5) take disciplinary action;
 - (6) relieve its employees from duty because of lack of work or other legitimate reasons;
 - (7) maintain the efficiency of governmental operations;
 - (8) determine the methods, means, and personnel by which government operations are to be conducted;
 - (9) determine the content of job classifications;
 - (10) take all necessary actions to carry out its mission;
 - (11) exercise complete control and discretion over its organization and technology of performing its work."
2. The rights of the City include the determination of staffing levels, including but not limited to, staffing by shift and class.
 3. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in Section 1. (a) above are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.

4. 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.
5. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

ARTICLE IV
RECOGNITION

A. ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Management Classes Unit, and therefore, shall meet and confer 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 a successor MOU. In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse, the City shall accept proposals from the Association as early as three (3) months prior to the date the MOU expires.

2. ~~It is expressly agreed and understood by the parties that under Government Code Section 3502.5, an agency shop agreement shall not apply to management, confidential, or supervisory employees. As used in this section, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of such organization for the duration of the agreement, or a period of three years from the effective date of such agreement, whichever comes first. Employees of the City shall have the right to refuse to join or participate in the activities of the Association and shall have the right to represent themselves individually in their employment relationship with the City of Fresno. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Association because of the exercise of these rights.~~

B. UNIT DESCRIPTION

The Association represents one **(1)** unit consisting of Management employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one **(1)** of the classes listed in Exhibit 14 of the Salary Resolution, as such Unit may be modified from time to time in the manner designated in the FMC.

All classes in Exhibit 14 of the Salary Resolution are part of the Unclassified Service, as defined in the City Charter Section 1000. Members of the Unclassified Service are at-will employees who serve at the will of the appointing authority and are not covered by the City's Civil Service regulations or procedures unless they also apply specifically to employees holding permanent positions in the Unclassified Service.

C. CITY RECOGNITION

The Association recognizes the City Manager of the City of Fresno, or such person as may be designated in writing, as the designated representative of the City, 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, and to endeavor to reach agreement on a successor MOU.

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. NEW EMPLOYEE ORIENTATION

The Personnel Services Department (PSD) provides a new employee orientation (**NEO**) program to all new City employees (~~i.e., NEO~~). PSD will notify the Association at least **ten (10)** days in advance of a scheduled NEO, and at the end of the work week immediately preceding the NEO if the NEO will include any individuals who will be represented by the Association, unless the City is unable to reasonably do so because of an unforeseeable urgent need critical to City operations.

A representative of the bargaining unit will be invited to the NEO meeting room immediately prior to a session to be conducted by the bargaining unit and will be introduced by a City staff member. The bargaining unit will be provided an opportunity to meet with new bargaining unit members ~~at the last session of~~ **during** the NEO. The session will be scheduled for twenty (20) minutes. This session will not be held if there are no new bargaining unit members attending the NEO or if the bargaining unit representative is not available.

F. EMPLOYEE INFORMATION

The City will provide the employee information it has on file in compliance with Government Code §3358 for all new hires in the bargaining unit within **thirty (30)** days of hire, as well as all employees represented by the Association at least once per quarter.

Pursuant to Government Code §3358, employees may opt out of releasing the following information to the Association: home address, home and personal cellular telephone numbers, and personal email addresses. ~~The City of Fresno's Dues Deduction Authorization shall be modified to include the opportunity for the employee to opt out of releasing the above information, and notification that the City will furnish Unit required information pursuant to Government Code §3358.~~

G. LOCKOUT AND STRIKES

1. In the event the meet and confer process beginning prior to the expiration of this MOU results in an impasse, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to completion of any impasse resolution procedures required under State bargaining law.
2. No unlawful strike or work stoppages by City employees, as defined in the FMC Section 3-624 or state bargaining laws, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.
3. No lockout of employees shall be instituted by the City during the term of this MOU.

ARTICLE V

REPRESENTATION AND RESOLUTION OF CONCERNS

A. SCOPE OF REPRESENTATION

"Scope of representation" shall be as defined in FMC Section 3-603(w), as the same may be amended from time to time. Said Section presently reads as follows:

"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 Section 3-604, and City rights as set forth in Section 3-605(a), are excluded from the scope of representation."

B. REPRESENTATION OF EMPLOYEES

1. A member of the Association whose presence is requested by management to discuss or review an action of the employee has the right to be represented by an Officer, Director, or member of the Association if it appears that the discussion or review may result in a reprimand (oral or written), suspension, demotion, or termination. Should an employee request such representation, no further discussion or review may occur until a representative is present, except that an unreasonable delay shall not result from such a request. The presence of a representative of the employee's own choosing who is not an Officer, Director, or member of the Association shall also satisfy the requirements of this section. An employee shall not represent nor be represented by an individual within the employee's line of supervision.
2. This Section does not apply to the normal ongoing employment relationship or supervisor/subordinate relationship between the City and its employees, when such matters include, but are not limited to, work direction, scheduling, and non-disciplinary counseling, or performance evaluations, except as provided in Article VIII, Section B. 4.
3. The Association agrees to represent employees in this Unit in a manner consistent with the requirements of the Meyers-Milias-Brown Act and applicable state and federal regulations.

C. RESOLUTION OF CONCERNS

Concerns regarding the interpretation or application of the provisions of this MOU shall be resolved exclusively as outlined in Administrative Order 2-15, Resolution of Concerns of Management and Confidential Employees. The City recognizes the

right of employees who are members of the Association to be represented by the Association in resolving concerns.

D. CORRECTIVE ACTIONS

Employment and separation of employment for employees holding a permanent position in the Unclassified Service, pursuant to FMC Section 3-277 and Fresno City Charter Section 1000, will be consistent with the applicable provisions of the FMC and the Charter. Employees hired by the City on or after December 30, 2013 will not be covered by FMC Section 3-277. Unclassified employees are not covered by Civil Service regulations or procedures unless they also apply specifically to employees holding permanent positions in the Unclassified Service, and are at-will employees who serve at the pleasure of the appointing authority.

ARTICLE VI

COMMUNICATIONS

A. ASSOCIATION BUSINESS

The City agrees to allow Association Officers, subject to the approval of each employee's supervisor and the needs of the City, reasonable leave for the day-to-day conduct of Association business, including representation of employees as provided in Article V. Attendance at Association conferences, workshops, training, etc., will be charged to the employee's accrued **and applicable** leave benefits, to be designated by the employee. Approval of such leave will not be unreasonably withheld.

B. ASSOCIATION OFFICERS AND DIRECTORS

A written list of the Officers of the Association and the Association Directors, with the specific areas they represent, shall be furnished to the City immediately after their designation and the Association shall notify the City promptly in writing of any changes of such Association Officers or Directors.

C. EXCHANGE OF INFORMATION

1. General

On a timely basis, the City shall provide notification to the Association upon posting amendments to Administrative Orders Manual, new and amended Salary Resolutions, new and amended Position Authorization Resolutions, and job bulletins on the City's website that affect employees in this Unit.

2. Class Specifications

Revisions to specifications for classes contained in this Unit will be provided to the Association for review and comment prior to adoption by the Director of Personnel Services.

3. If new classes are created which the City determines appropriate for inclusion in this Unit, the City shall provide a copy of the specifications to the Association and reasonable notice and opportunity to meet and confer prior to the action to adopt a salary for the classes. If, after a reasonable period of meeting and conferring, agreement cannot be reached, staff, after notifying the Association, will forward their recommendation to the City Council.

4. The Association shall provide the Labor Relations Division with a copy of its By-Laws. Whenever those By-Laws are amended, the Association shall promptly provide an updated copy of the By-Laws to the Labor Relations Division.

ARTICLE VII

DUES DEDUCTIONS

A. GENERAL

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 deductions or benefit premium deductions, 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. Dues deductions will be terminated when an employee leaves the bargaining unit.
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 Senate Bill 866 approved on June 18, 2018~~ **Government Code Section 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.

B. EXCEPTION TO THE DUES DEDUCTION AUTHORIZATION

The members' 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 unpaid status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member be allowed to deposit with the City ~~Controller~~ the amount which would have been deducted if the member had been in a paid status during the pay period. Whenever the member's salary is not sufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

C. DUES DEDUCTION

Dues deduction shall be transmitted at least monthly to an account specified **by** the City of Fresno Management Employees Association.

ARTICLE VIII

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.

B. SALARIES AND PENSION

1. ~~Effective January 3, 2022, the base rate of pay for employees in Unit 14 will be increased by three percent (3%), as reflected in Exhibit 1, attached hereto and incorporated by reference.~~ **Effective June 17, 2024, the base rate of pay for all permanent employees in this unit active at the beginning of the first full pay period following Council approval shall be increased by two percent (2%) as reflected in Exhibit 1, attached hereto and incorporated by this reference.**

2. ~~Effective June 20, 2022, the base rate of pay for employees in Unit 14 will be increased by three percent (3%) as reflected in Exhibit 2, attached hereto and incorporated by reference.~~ **In addition, permanent employees in this unit active at the beginning of the first full pay period following Council approval and employed in the Unit as of June 16, 2024, shall receive a one-time lump sum payment equivalent to one percent (1%) of their annual base rate of pay as of June 16, 2024, to be paid in the pay period following Council approval. Temporary, limited and provisional employees in Unit 14 classifications are not eligible as well as any employees hired after June 16, 2024. The employee shall bear responsibility for any and all individual income tax consequences resulting from this lump sum payment. The lump sum payment shall be compensable for retirement purposes.**

3. ~~Effective June 19, 2023, the base rate of pay for employees in Unit 14 will be increased by three percent (3%) as reflected in Exhibit 3, attached hereto and incorporated by reference.~~

34. Performance Evaluations and Step Placement

Annual performance evaluations shall be conducted prior to an employee's anniversary date in the current position by the Department Director or designee, utilizing the City of Fresno Performance Evaluation Form attached hereto as ~~Exhibit 4~~ **ATTACHMENT 1** and incorporated by this reference.

- a. **Movement to higher steps** ~~Salary increases~~ will be determined by the Performance Evaluation as follows:
- (1) **1 (1.4 or less)** overall on the Performance Appraisal Evaluation Rating – ~~0%~~ **no movement.**
 - (2) **2 (between 1.5 and 2.4)** overall on the Performance Appraisal Evaluation Rating – ~~0%~~ **no movement.**
 - (3) **3 (between 2.5 and 3.4)** overall on the Appraisal Evaluation Rating – move up to the next higher step; however, if any competency is below a rating of 3, ~~no increase~~ **movement** will be provided; ~~however, the employee will be re-evaluated in six (6) months.~~
 - (4) **4 (between 3.5 and 4.4) or 5 (4.5 and up)** overall on the Performance Appraisal Evaluation Rating – move up two **(2)** steps; however, if any competency is below a rating of 3, ~~no increase~~ **movement** will be provided; ~~however, the employee will be re-evaluated in six (6) months.~~
 - (5) An employee who has been subjected to any formal disciplinary action in the twelve (12) months preceding their annual performance evaluation will not be eligible for a ~~salary increase~~ **any movement to higher steps.**
 - (6) No employee shall be moved beyond the top step through this process.
 - (7) **An employee must be in compliance with all mandatory trainings to be eligible for any movement to higher steps. These trainings are, including but not limited to: Preventing Workplace Violence; Reasonable Suspicion; ADA for Supervisors; Accommodating the Public; Harassment, Discrimination, and Abusive Conduct Prevention / Culture of Civility: Creating a Harassment-Free Workplace.**
- b. Any ~~step increase~~ **movement to higher steps**, as determined above, will be effective on the employee's anniversary date.
- c. The results of an employee's annual performance evaluation rating are final and are not subject to an appeal process.
- d. The annual performance evaluation will include clear objectives for the next rating period.

- e. Upon promotion into the unit, an employee's salary shall be increased by at least five percent (5%) or it shall be at the bottom of the salary step range, whichever is greater, but not to exceed the top of the salary range.
- 5. The City shall reimburse seventy-five dollars (\$75.00) per month to all Unit employees in deferred compensation who voluntarily participate in the City's deferred compensation plan and make a contribution of at least seventy-five dollars (\$75.00) per month.

6. Pension Pick-Up and Reopener on Normal Cost

Employees hired by the City on or after August 1, 2015 shall make an additional contribution equal to 1.5% of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount. Employees hired by the City who enter Unit 14 on or after August 1, 2015 and were paying an additional one and one half percent (1.5%) of their pensionable compensation immediately prior to entering Unit 14, shall continue to pay the additional one and one half percent (1.5%) of their pensionable compensation to the City of Fresno Employees 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 Employees Retirement System. The employee shall have no option to receive the 1.5% contribution in cash. The 1.5% 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.

~~The City and the Association agree to a limited reopener of this provision in regard to the possible revision of Normal Contributions to the Employee Retirement System for those employees paying an additional one and one half percent (1.5%).~~

7. Retirement

- a. For purposes of calculating Compensation Earnable as defined in FMC 3-501 for Unit 14 employees in Step Plan Range classes (identified on Exhibits 1, 2 and 3), Final Compensation shall be determined by FMC 3-501(i)(3).
- b. For purposes of calculating Compensation Earnable as defined in FMC 3-501 for non-DROP active and deferred vested members who vacated a Unit 14 class before January 6, 2020, and thereafter did not return to said class, Compensation Earnable used in the calculation of Final Compensation as defined in FMC 3-501(i)(3) shall be calculated as follows:

Beginning July 1 following the date the member vacates a class, the member's Compensation Earnable at the time of vacating the class shall be indexed with the Consumer Price Index (hereafter "CPI") – United States City Average for Urban Wage Earners and Clerical Workers -- all items (i.e. general price inflation) and the Employment Cost Index (hereafter "ECI") for Wage Inflation (i.e. across the board pay increases) for State and local government employees, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Determination of the percentage of annual increase or decrease in CPI and ECI shall be made by the Retirement Board on or before April 1 of each year for each of the two immediately preceding calendar years. The percentage by which such indexes for the more recent full calendar year shall have increased or decreased over or below indexes for the full calendar year immediately prior shall be the percentage used to calculate adjustments to Compensation Earnable subject to the following limitations:

The first and last step in a Step Plan Range class shall represent the bottom and top of a range respectively.

Banking shall not be applied nor shall the sum of accumulated CPI and ECI adjustments plus Compensation Earnable exceed the range approved by the City Council each July 1st.

The sole exception to exceeding the range will be individuals who were "Y-Rated at the time of separation." These individuals will be held at their Y-Rated salary until such time as the range of their classification equals or exceeds the individual's Y-Rated salary.

This process will continue each July 1 until the member elects to begin receiving the retirement benefit or to participate in the DROP. This adjusted Compensation Earnable shall be used in the member's final compensation for the calculation of the retirement benefit.

If a member held more than one position during their highest three consecutive years, the Compensation Earnable in each position shall be allocated on a time held, pro-rata basis and the combined adjusted Compensation Earnable, including adjustments due to CPI and ECI shall be used in the member's final compensation for the calculation of the retirement benefit.

C. PREMIUM PAY

1. Certificate/License/Registration Premium Pay –

- a. **Premium pay for certificates, licenses, and registration will become effective on the first day of the pay period in which the employee submits the applicable new or renewal license, registration, or certificate to their department or the effective date of the new or renewal license, registration, or certificate, whichever is later. Upon expiration of the license, registration, or certificate for which an employee is receiving premium pay, premium pay will be discontinued until such time the employee submits their renewal license, registration, or certificate to their department. Premium pay will not be paid retroactively. Exceptions due to exigent circumstances, such as an error or delay on behalf of the organization issuing the certificate, may be considered on a case-by-case basis by the Director of Personnel Services or designee.**
 - b. If any of the certificates, licenses and/or registrations detailed in the paragraph below are determined by the City to be minimum qualifications in the job classification, premium pay for that particular certificate, license and/or registration shall not be paid. **Premium pays listed in the subsections are pensionable under the City of Fresno Retirement System.**
 - c. Permanent employees in the class of Building Services Manager, who possess a valid registration as an Architect, Civil Engineer, Electrical Engineer, Structural Engineer, or Traffic Engineer issued by the State of California, shall receive an additional five percent (5%) of their base rate of pay per month.
2. Bilingual Premium Pay Program - The City and the Association jointly encourage employees to use their language skills to provide the highest level of service to the community. The bilingual certification program consists of a City administered examination process whereby employees may apply for bilingual examination and if certified by the examiner, receive bilingual premium pay for interpreting and translating.
- a. The Bilingual certification examinations will be conducted as needed. In order to remain eligible to receive bilingual premium pay, employees must take and pass the certification examination once every five (5) years. Employees who fail to recertify will no longer receive bilingual premium pay.
 - b. Department Directors, or their designees, shall designate those positions or assignments in which bilingual skill is desired. Applications for a bilingual examination must be signed by the Department Director or designee.

Bilingual examination results are not appealable or grievable.

- c. Bilingual certification examinations are conducted for languages as specified in the Salary Resolution.
- d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay may not refuse to translate while on the job.
- e. Employees who are bilingual but who have chosen to not receive bilingual premium pay shall not be required to translate on the job except in an emergency.
- f. The bilingual premium pay rate will be one hundred dollars (\$100) per month regardless of how many languages for which an employee is certified.

D. PROFESSIONAL ENGINEER LICENSE RENEWAL REIMBURSEMENT

Employees in classes and assignments designated by their department director, which require the possession and continued maintenance of a Professional Engineer (PE) license may request reimbursement of the actual cost of PE license renewal fees up to **one hundred eighty dollars (\$180)** every two **(2)** years. Employees requesting reimbursement for PE license renewal fees must complete a **Form 57** - Travel and Expense Reimbursement form provided by the Finance Department, obtain signature of their Department Director or designee, and attach proof of costs incurred by the employee for such renewal fees within ten (10) calendar days after incurring the cost.

E. LIFE INSURANCE AND DISABILITY COVERAGE

- 1. The City shall provide Life Insurance and Long Term Disability Insurance for members of this Unit in the amounts and formulas currently provided.
- 2. Leave Integration with State Disability Insurance (Including Paid Family Leave) ("SDI/PFL")

Employees eligible for SDI/PFL benefits under Section 2601, et seq. of California Unemployment Insurance Code receive benefits pursuant to California Unemployment Insurance Code Section 2655.

Newly hired employees eligible for the SDI/PFL benefit, and employees transitioning from a bargaining unit with SDI/PFL participation, are eligible to integrate their leave balances under this Section. Integrating leave balances is defined as using the SDI/PFL benefit combined with an appropriate number of hours per work week of the employee's available leave balances added together to provide regular, bi-weekly income.

Before leave integration will occur, an employee must file a claim as required under SDI/PFL and make a timely election to integrate leave with SDI/PFL benefits which shall be no more than 100 percent of the

employee's normal bi-weekly gross wages (excluding overtime pay) immediately prior to the start of the disability period.

A timely election to integrate leave shall be notification to the City as soon as practical, but no later than fourteen (14) calendar days after the SDI/PFL claim date. Notification shall be provided by completing an Integration Agreement Form provided by the City indicating whether or not the employee desires to integrate leave with the claim. Extensions beyond fourteen (14) calendar days may be given due to exigent good cause circumstances on a case-by-case basis by the Director of Personnel Services or their designee.

Employees who elect to integrate as described above must provide Payroll with a copy of the Employment Development Department's (EDD) Notice of Computation within fourteen (14) calendar days of the issue date of the Notice, and are required to authorize EDD to share benefit computations with the City on their initial claim forms. Extensions beyond fourteen (14) calendar days due to exigent good cause circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis.

Leave integration will not be allowed or provided for any period before the City receives the signed Integration Agreement Form and the Notice of Computation, including retroactive integration, unless exigent good cause circumstances apply (i.e., integration will occur only on a prospective basis after the City's receipt of the required leave integration paperwork unless exigent good cause circumstances apply).

Integrating leave balances with SDI benefits will continue only if leave balances are available and the employee remains eligible to receive SDI/PFL benefits. Once integration begins, it will continue as long as leave balances are available and SDI/PFL benefits continue.

Integration will end, whichever comes first in time, upon: (1) notification from the employee that SDI/PFL benefits have terminated, (2) the employee exhausting all leave balances and/or donated time resulting in leave without pay status, (3) the employee's return to work, or (4) the employee's separation from City employment.

3. Leave Integration with the City's Long Term Disability Plan

Employees eligible for the City's Long Term Disability Plan may elect to integrate leave time with those Plan benefits by signing an integration agreement as soon as practical, but no later than fourteen (14) calendar days after the Long Term Disability claim date. Notification shall be provided by completing an Integration Agreement Form provided by the City. Extensions beyond fourteen (14) calendar days may be given due to exigent good cause circumstances on a case-by-case basis by the Director of Personnel Services or their designee.

Employees who elect to integrate as described above must provide Payroll with a copy of the City's Long Term Disability Plan's Notice of Award within fourteen (14) calendar days of the issue date of the Notice. Extension beyond fourteen (14) calendar days due to exigent good cause circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis.

Integration will end, whichever comes first in time, upon: (1) notification from the employee that Plan benefits have terminated, (2) the employee exhausting all leave balances and/or donated time resulting in leave without pay status, (3) the employee's return to work, or (4) the employee's separation from City employment.

F. FRESNO CITY EMPLOYEES HEALTH AND WELFARE

~~Effective July 1, 2014 the City shall contribute seventy-five percent (75%) of the employee's health and welfare premium. Employees may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option. After July 1, 2014, the cost of any future increases in the health and welfare premium will be shared on a fifty percent (50%) basis by the City and employees, except that employees will be required to pay no more than thirty percent (30%) of the premium established by the City of Fresno Employees Health and Welfare Trust Board. At such time as the employee share is thirty percent (30%), the City shall pay seventy percent (70%).~~ **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 on behalf of the employees represented by the Association. 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 elect 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 elect not to contribute the employee share and accept a reduced coverage option.**

Should any other represented bargaining unit in the City receive a greater contribution towards health benefits from the City, either through negotiation of a successor MOU, extension of the period of an MOU, or imposition of terms, resulting in a contribution by the City which is a percentage of the health premium as opposed to a flat contribution rate, the City and the Association will meet and confer with the goal of providing an equivalent benefit.

~~The parties agree to a limited reopener on health and welfare benefits. The reopener will include discussions on alternative health plans and/or modifications to the City of Fresno Health and Welfare Trust arrangement.~~

G. LEAVES

1. Attendance Policy

Effective July 1, 2006, the FMC, City administrative orders, City policies, procedures, rules and regulations concerning sick leave usage and administration shall apply. ~~Administrative Order 2-19.1, Attendance Policy, shall no longer apply to members of this unit.~~

2. Annual Leave

a. Annual Leave Accrual - **Employees in this Unit do not accrue Vacation Leave** leave and ~~sick leave~~ **Sick Leave** ~~will not be accumulated~~ as provided in the FMC **and instead accrue Annual Leave** leave ~~will be~~ as detailed below.

(1) Less than Ten Years - For ~~such~~ employees who have been continuously employed by the City for less than ten (10) years the ~~annual leave~~ **Annual Leave** accrual rate will be 15.5 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the ~~annual leave~~ **Annual Leave** accrual rate to the same level for employees represented by the Association.

(2) More than Ten Years - For ~~such~~ employees who have been continuously employed by the City for ten (10) years or more the ~~annual leave~~ **Annual Leave** accrual rate will be 18.83 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the ~~annual leave~~ **Annual Leave** accrual rate to the same level for employees represented by the Association.

(3) Annual Leave Accumulation Limit - Employees may accumulate unused ~~annual leave~~ **Annual Leave** not to exceed eight hundred forty (840) hours.

Employees who have reached their Annual Leave accumulation limit will have all hours exceeding the limit placed in a Special HRA bank to be credited to an HRA account for eligible employees upon retirement, until their Annual Leave accumulation falls below the ~~840~~ eight hundred forty (840) hour limit, at which point they will resume accumulating Annual Leave. 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.

Any employee with more than six hundred eighty (680) hours of ~~annual leave~~ **Annual Leave** as of December 30, 2013 had all hours above **six hundred eighty (680)** placed in a special ~~annual leave~~ **Annual Leave** bank which may be used for the same purpose as ~~annual leave~~ **Annual Leave** and shall be cashed out upon leaving City employment in accordance with subsection (6) below.

- (4) Use of Annual Leave - Annual leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.
- (5) Unused Annual Leave Pay Cash Out During Fiscal Year - Employees will be permitted to cash out up to forty-eight (48) hours or ten percent (10%) of their ~~annual leave~~ **Annual Leave** balance each fiscal year. During the term of this MOU, employees can only cash out ~~annual leave~~ **Annual Leave** before April 1st of each fiscal year. No cash out can be done between April 1st and ~~June 30th~~ **the pay period in which the last paycheck is paid in the fiscal year.**
- (6) Unused Annual Leave Pay Out - Upon separation from City service, an employee will be compensated for all unused ~~annual leave~~ **Annual Leave** balances at their applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes. The FMC was modified to include a definition of annual leave, and exclude accrued annual leave pay outs from pensionable compensation under the City of Fresno Employees Retirement System.
- (7) Transfer - An employee transferring to a position represented by a different bargaining group, which is not covered by ~~annual leave~~ **Annual Leave**, may either cash out their unused ~~annual leave~~ **Annual Leave** balance at the ~~former class'~~ base rate of pay **of the former class**, or have the unused ~~annual leave~~ **Annual Leave** balance converted to a ~~vacation leave~~ **Vacation Leave** balance of hours. The conversion is obtained by multiplying unused ~~annual leave~~ **Annual Leave** hours by the ~~former class'~~ base rate of pay **of the former class** (convert to an hourly figure), dividing the product by the ~~new class'~~ base rate of pay **of the new class** (convert to an hourly

figure), and placing the resulting balance for leave usage as requested and designated by the employee. (Conversion example: 100 [unused ~~annual leave~~ **Annual Leave** hours] x \$15.00 [CFMEA class monthly base rate converted to hourly] = \$1,500.00 [product] ÷ \$20.00 [non-CFMEA class monthly base rate converted to hourly] = 75 [converted hours to be placed in a ~~vacation leave~~ **Vacation Leave** balance account].) Upon separation from City service, the employee who transferred to a position outside of Unit 14 will be compensated for all unused ~~annual leave~~ **Annual Leave** hours at the base rate of pay for the class held by the employee at the time of separation. Compensation received under this provision will not be considered pensionable for retirement purposes.

Protected Sick Leave

Each fiscal year, employees will be allowed to use for themselves and family members up to **half of their yearly Annual Leave accrual** ~~accrued and available six months~~ for Protected Sick Leave for the purposes identified in California Labor Code Section 233. The employee, at their sole discretion, must determine whether to designate Leave used as Protected Sick Leave under California Labor Code 233. Employees shall note this designation when reporting the absence.

- c. Sick Leave Balances Unused - Effective July 1, 2000 all employees occupying classes in this Unit who are employed in permanent positions at fixed monthly or yearly salaries, had their unused ~~sick leave~~ **Sick Leave** balances frozen.
 - (1) Use of Frozen Sick Leave - Frozen ~~sick leave~~ **Sick Leave** balances may be used in accordance with FMC 3-107, or for those purposes defined in California Labor Code Section 233 up to the statutory amount for the fiscal year **in which it was accrued** unless the statutory amount has been satisfied by use of other leaves for the fiscal year.
 - (2) Unused Frozen Sick Leave Pay Out - At service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, **unused Frozen Sick Leave may be credited to a Health Reimbursement Arrangement for the retiree** ~~employees will be credited with the number of accumulated frozen sick leave balances in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly rate of pay to be used solely to pay premiums for medical insurance (including COBRA~~

provisions), pursuant to the City's ~~Health Reimbursement Arrangement~~ as **provisions** set forth in Section ~~G H~~, below.

- (3) Employees who terminate City employment and return within one **(1)** year of such termination will be entitled to reinstatement of their ~~frozen sick leave~~ **Frozen Sick Leave** balances up to a total of forty-eight (48) hours.

3. Supplemental Sick Leave

Employees shall be credited with forty (40) hours of ~~supplemental sick leave~~ **Supplemental Sick Leave** each fiscal year thereafter during the term of this MOU with an accrual limit of eighty (80) hours. Employees who have earned eighty (80) hours or more prior to July 1, 2015 shall retain those hours but shall not accrue any additional time. Upon their employment with the City, new employees appointed to ~~such~~ permanent positions **in this Unit** shall be credited with a pro-rated number of hours for each full calendar month remaining on such appointment in the fiscal year. Employees may utilize the **Supplemental Sick Leave** hours as follows:

- a. Once Frozen Sick Leave and Annual Leave have been exhausted;
- ~~b. As service credit on an hour per hour basis upon retirement;~~
- be.** Placed in a Health Reimbursement Arrangement in accordance with Article VIII, Section ~~G H~~;
- ~~cd.~~ To be cashed out at separation from the City if not eligible for participation in the Health Reimbursement Arrangement;
- de.** May be used in the performance of community activities during the course of the employee's normal work day, with approval of the Department Director or designee; or
- ef.** During the first and second year of employment, where an employee is accruing Supplemental Sick Leave, up to one-half of the total ~~time~~ **hours** accrued during the fiscal year may be used in accordance with California Labor Code 233 ~~once Frozen Sick Leave and Annual Leave have been exhausted.~~

4. Holiday Leave

- a. Except as may be modified in this Section, Holidays shall be governed by FMC Section 3-116.
 - January 1
 - The third Monday in January
 - The third Monday in February
 - The last Monday in May

- July 4
- The first Monday in September
- November 11
- Thanksgiving Day in November
- The Friday after Thanksgiving Day in November
- December 25
- Employee's Birthday
- Two (2) Personal Business Days (8 hours credited to Holiday Leave balance on July 1 and on January 1 of each year). ~~Active employees on August 1, 2022, will receive a one-time credit of eight (8) hours to their Holiday Leave balance.~~
- Any day or part of a day declared by the Council, by Ordinance or Resolution, to be a holiday.

If January 1, July 4, November 11, or December 25 falls upon a Sunday, then the following Monday will be observed as the holiday in lieu of Sunday **for employees who are not regularly scheduled to work on a Sunday. For employees who are regularly scheduled to work on a Sunday, the holiday shall be observed on Sunday. Employees will be required to work their regular schedule on a holiday unless they have an approved leave of absence.**

- b. Any employee in Unit 14 who is exempt from the payment of overtime and who is otherwise eligible to receive such accumulation, who is required to work a regularly scheduled shift on a holiday, shall have the number of hours worked up to eight (8) hours added to their ~~holiday balance~~ **Holiday Leave bank** on the first day of the pay period following the date of such work.
- c. When a holiday falls on a Saturday, or on an employee's regularly scheduled day off, an employee shall be credited with eight (8) hours of holiday leave on the first day of the following month.
- d. **Employees working a 4/10 or 9/80 who are off on a holiday which falls on a regularly scheduled workday shall receive eight (8) hours of base pay for the holiday and are not required to use additional leave hours to provide for a full nine (9) or ten (10) hour day.**
- ed. Employees may request payment and be compensated for up to forty-eight (48) hours or ten percent (10%) of their ~~holiday leave~~ **Holiday Leave** balance each fiscal year. Employees can only cash out ~~holiday leave~~ **Holiday Leave** before April 1st of each fiscal year. No cash out can be done between April 1st and ~~June 30th~~ **the pay period in which the last paycheck is paid in the fiscal year.**

- f. **At separation from City service for retirement purposes, accumulated Holiday Leave shall either be cashed out at the employee's option, or credited to a Health Reimbursement Arrangement (HRA) account for the employee at one hundred percent (100%) of the employee's then current hourly base rate of pay if eligible for service retirement in accordance with HRA Plan Document.**
- g. **At separation, accumulated Holiday Leave shall be cashed out at the employee's then current hourly base rate of pay if not eligible for participation in the HRA.**

5. Management Leave

Exempt employees shall receive sixty (60) hours of Management leave each fiscal year, and may request payment and be compensated for up to forty-eight (48) hours of their Management leave balance during the fiscal year in which it is credited. Upon employment by the City, new employees appointed to exempt positions shall be credited with five (5) hours of Management leave for each full calendar month remaining in the fiscal year. Management leave not taken or compensated during the fiscal year in which it is credited shall not be added to the leave credited in the next fiscal year, nor carried over. Exempt employees shall be compensated for any Management leave balance, not to exceed sixty (60) hours, upon termination from City service.

6. Management Time Off

City employees who are designated as exempt from overtime under the provisions of the Fair Labor Standards Act and who receive Management leave pursuant to paragraph 5., above, may be granted ~~management time off~~ **Management Time Off** if ~~the~~ **their** supervisor or designee determines that service delivery and 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. ~~Management time off~~ **Time Off** shall not be deducted from any other existing leave banks.

~~Management time off~~ **Time Off** must be scheduled in advance when possible, approved as ~~management time off~~ **Management Time Off** by the employee's supervisor or designee and generally taken in increments of less than one (1) day.

Only Department Directors, Assistant Directors or Division Managers may approve ~~management time off~~ **Management Time Off** for a full day's absence.

H. 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 HRAs. The City agrees to maintain the HRA such that it will continue to qualify as a "health reimbursement arrangement" for the term of the MOU.

At separation from permanent employment with the City of Fresno by service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours or less of leave used for sick time (excluding only hours used for protected leave such as family and medical leave, workers' compensation 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 to pay premiums for medical insurance (including COBRA premiums) and qualified medical expenses pursuant to the City of Fresno Retiree HRA Plan Document. **In addition, at the employee's option, any amount of accumulated Holiday Leave may be credited to an account for the employee under the HRA.** The "value" of the account shall be determined as follows:

- The number of accumulated Supplemental Sick Leave hours at the time of retirement multiplied by the employee's then current hourly base rate of pay.
- The number of accumulated Special HRA bank hours at the time of retirement multiplied by the employee's then current hourly base rate of pay.
- The number of accumulated Frozen 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.
- **If the employee opts not to cash out all of the employee's accumulated Holiday Leave hours at the time of retirement, the remaining accumulated Holiday Leave shall be credited into an HRA account for the employee at one hundred percent (100%) of the employee's then current hourly base rate of pay.**
- The hourly base rate of pay shall be the equivalent of the monthly salary for an employee as reflected in Salary Resolution multiplied by twelve (12) months then divided by 2,080 hours.

At the employer's option, 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).

The HRA accounts shall be used pursuant to the City of Fresno Retiree HRA Plan Document. 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 employees shall not be allowed to cash out any accumulated or accrued ~~supplemental sick leave~~ **Supplemental Sick Leave** or ~~frozen sick leave~~ **Frozen Sick Leave** at retirement.

I. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, **the percentage of wages or salary and benefits received by an employee holding a permanent position** in this Unit who suffers an injury or illness in the course and scope of City employment shall **be the percentage and benefits established by the State of California workers' compensation laws set forth in the California Labor Code.** ~~receive 66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury. Should the State-mandated workers' compensation rate of payment be adjusted, the City and the Association will have a limited reopener to adjust the rate accordingly. Employees on "light duty" as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of light duty.~~
 - a. Compensation for an accepted claim of a work related injury or illness shall begin following the first three (3) days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of the work related injury or illness only if:
 - (1) the employee is hospitalized as an inpatient on the first day for at least twenty-four (24) hours; or
 - (2) the employee is absent fourteen (14) calendar days, or more.
2. ~~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 towards the three (3) day exclusion period, however, this time shall be recorded as a work related injury/illness absence.~~ Employees on **"temporary light duty"** as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of **temporary** light duty.
3. At the employee's option, in the event of a 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 take frozen sick leave, annual leave, holiday or administrative leave for that period.

4. If the employee opts to use frozen sick leave, annual leave, holiday, or administrative leave for the first three (3) days and it is later determined that work related injury/illness pay under paragraph 1.a. above, beginning on the first day of a work related injury or illness is appropriate, the leave time shall be restored to the employee and the employee's pay or leave balance will be adjusted accordingly. If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefore.
5. If an employee is placed on frozen sick leave, annual leave, holiday, or administrative leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, frozen sick leave, annual leave, holiday, or administrative leave shall be restored and the employee placed on work related injury/illness leave as provided herein.
6. Retirement benefits shall not be reduced as a result of the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with applicable FMC Retirement Code sections.
- ~~7. Taxes shall not be withheld on compensation which is paid due to an injury or illness sustained in the course and scope of employment with the City.~~

J. COURT TIME

Notwithstanding the provisions of FMC Section 3-109, an employee in this Unit who receives a notice or subpoena requiring a court appearance during a pre-approved **leave of absence using Annual Leave, Holiday Leave or Management Leave** ~~vacation, holiday or administrative leave~~, and appears at such court hearing and/or trial, shall be credited with **Annual Leave, Holiday Leave or Management Leave** ~~annual leave, holiday or administrative leave~~ equivalent to the actual number of hours spent in court on such day(s).

K. WORK SCHEDULES

The City and employees of the Association may mutually agree to alternative work schedules for individual employees, including, but not limited to 9/80's. Both the City and the employee retain the right to withdraw the mutual agreement and return to the regular schedule established by the employee's division.

L. USE OF PERSONAL VEHICLES

Employees may be required, at the discretion of the City, to use their personal vehicles for City business. Employees required to use their personal vehicles on City business, other than traveling to and from work, shall be reimbursed in accordance with Administrative Order 2-2, Transportation Allowance and Mileage Reimbursement Policy. Employees may be required, at the discretion of the City,

to take a City vehicle home to facilitate efficient response to after-hours emergencies or City business, pursuant to Administrative Order 8-8, City-Owned/Leased Vehicles/Acquisition, Assignment and Usage Policy.

M. BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

Permanent Part-Time employees appointed to classes in this Unit shall accumulate benefits during their employment with the City of Fresno as follows:

1. Health and Welfare benefits shall be provided as outlined in Section E of this Article.
2. Permanent Part-Time employees shall be provided with Social Security benefits and shall not be members of the Fresno City Employees' Retirement System. Permanent Part-Time employees who participated in the plan as a permanent full-time employee and whose contributions remain on deposit with the Fresno City Employees' Retirement System remain members of the Fresno City Employees' Retirement System.
3. Leave – Permanent Part-Time employees shall be granted leave under the same terms and conditions as full-time employees 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.

ARTICLE IX

HEADINGS, SAVING CLAUSE, AND FULL UNDERSTANDING

A. HEADINGS

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

B. 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 specifically 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.

C. 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, whether formal or informal, regarding any 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 term in such new side letters, they, too, shall terminate upon the expiration of this MOU. 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.

ARTICLE X

TERMINATION

The provisions of this MOU shall be in full force and effect from ~~August 1, 2022 to June 14, 2024~~ **June 17, 2024 to June 15, 2025**, subject to the sections (A., B., and C.) below.

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval, 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 16, 2024~~ **June 15, 2025**.
- 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 not addressed in this MOU, the party requesting any change 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 any request by the other to meet and confer without explanation if the item is directly considered and specifically addressed herein, or if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this MOU. No unilateral action on any such refusable proposal may be taken by the requesting party after such a refusal by the other.

It is further agreed, however, that this section shall not prohibit the City from requesting to meet and confer on changes to federal, state, City statutes, regulations or case law, and City administrative policies referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

- D. The parties agree to a limited reopener on Long Term Disability and participation in State Disability Insurance (SDI).
- E. ~~The parties agree to meet and confer during the term of the MOU on the following:~~

~~Revisions to the Personnel provisions of the Fresno Municipal Code (FMC), Chapter 3, Article 1);~~

~~Revisions to the Civil Service Regulations in the FMC, Chapter 3, Article 2; and,~~

~~Revisions to the Employer-Employee Relations provisions of the Chapter 3, Article 6.~~ **In the event the City proposes revisions to the Fresno Municipal Code which relate to mandatory subjects of bargaining during the term of this MOU, the parties agree to engage in the meet and confer process in accordance with the law.**

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

FOR THE CITY OF FRESNO MANAGEMENT
EMPLOYEES ASSOCIATION:

FOR THE CITY OF FRESNO:

KIM GILLINGHAM
Chief Negotiator, Labor Representative

JENNIFER MISNER
Chief Negotiator, Assistant Director of
Personnel Services

ERIN EVANS
CFMEA President

SUMEET MALHI
Director of Personnel Services

DALTON BENNETT
CFMEA Vice President

YER TAYLOR
Senior Human Resources/Risk Analyst

MICHELLE WOOTEN
CFMEA Treasurer

NORMA DELGADO
Senior Human Resources/Risk Analyst

JOE HINOJOSA
CFMEA Secretary

KIM JACKSON
CFMEA Member at Large

YVONNE DIAZ
CFMEA Member at Large

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Assistant City Attorney

EXHIBIT 1

Salaries Effective January 3, 2022

CLASS TITLE	A	B	C	D	E	F	G	H	I
ADA Coordinator	6782	6952	7125	7302	7484	7672	7865	8060	8262
Administrative Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Airports Marketing & Public Relations Coordinator	6782	6952	7125	7302	7484	7672	7865	8060	8262
Airports Operations Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Airports Planning Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Airports Properties Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Airports Safety Management Systems Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Assistant City Clerk	8126	8330	8538	8751	8970	9193	9423	9659	9900
Building Services Manager	10599	10865	11136	11415	11701	11993	12294	12599	12914
Business Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Communications Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Construction Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Crime Scene Investigation Bureau Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Cybersecurity Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Deputy City Engineer	10599	10865	11136	11415	11701	11993	12294	12599	12914
Division Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Economic Development Analyst	6782	6952	7125	7302	7484	7672	7865	8060	8262
Facilities Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Fleet Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Graffiti Abatement Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Housing & Neighborhood Revitalization Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Information Services Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Law Office Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Parks Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Personnel Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Planning Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Program Manager	6782	6952	7125	7302	7484	7672	7865	8060	8262
Projects Administrator	8937	9160	9390	9624	9865	10111	10364	10624	10890
Public Works/Public Utilities Manager	8937	9160	9390	9624	9865	10111	10364	10624	10890
Public Works/Public Utilities Manager — Licensed Engineer	10342	10599	10865	11136	11414	11700	11992	12293	12598

EXHIBIT 1

Salaries Effective January 3, 2022

CLASS TITLE	A	B	C	D	E	F	G	H	I
Purchasing Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Records Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Recreation Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Retirement Accounting- Manager	9160	9390	9624	9865	10111	10364	10624	10890	11163
Revenue Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Senior Management Analyst	6782	6952	7125	7302	7484	7672	7865	8060	8262
Solid Waste Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Training Officer	6782	6952	7125	7302	7484	7672	7865	8060	8262
Transit Operations Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Wastewater Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Water Manager	8126	8330	8538	8751	8970	9193	9423	9659	9900
Water/Wastewater Manager- Certified	9344	9576	9816	10062	10314	10571	10835	11106	11384

EXHIBIT 2

Salaries Effective June 20, 2022

CLASS TITLE	A	B	C	D	E	F	G	H	I
ADA Coordinator	6986	7161	7339	7522	7709	7903	8101	8302	8510
Administrative Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Airports Marketing & Public-Relations Coordinator	6986	7161	7339	7522	7709	7903	8101	8302	8510
Airports Operations Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Airports Planning Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Airports Properties Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Airports Safety Management-Systems Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Assistant City Clerk	8370	8580	8795	9014	9240	9469	9706	9949	10197
Building Services Manager	10917	11191	11471	11758	12053	12353	12663	12977	13302
Business Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Communications Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Construction Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Crime Scene Investigation-Bureau Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Cybersecurity Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Deputy City Engineer	10917	11191	11471	11758	12053	12353	12663	12977	13302
Division Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Economic Development-Analyst	6986	7161	7339	7522	7709	7903	8101	8302	8510
Facilities Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Fleet Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Graffiti Abatement Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Housing & Neighborhood-Revitalization Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Information Services-Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Law Office Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Parks Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Personnel Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Planning Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Program Manager	6986	7161	7339	7522	7709	7903	8101	8302	8510
Projects Administrator	9206	9435	9672	9913	10161	10415	10675	10943	11217
Public Works/Public Utilities-Manager	9206	9435	9672	9913	10161	10415	10675	10943	11217
Public Works/Public Utilities-Manager—Licensed-Engineer	10653	10917	11191	11471	11757	12051	12352	12662	12976

EXHIBIT 2

Salaries Effective June 20, 2022

CLASS TITLE	A	B	C	D	E	F	G	H	I
Purchasing Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Records Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Recreation Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Retirement Accounting- Manager	9435	9672	9913	10161	10415	10675	10943	11217	11498
Revenue Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Senior Management Analyst	6986	7161	7339	7522	7709	7903	8101	8302	8510
Solid Waste Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Training Officer	6986	7161	7339	7522	7709	7903	8101	8302	8510
Transit Operations Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Wastewater Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Water Manager	8370	8580	8795	9014	9240	9469	9706	9949	10197
Water/Wastewater Manager- Certified	9625	9864	10111	10364	10624	10889	11161	11440	11726

EXHIBIT 3

Salaries Effective June 19, 2023

CLASS TITLE	A	B	C	D	E	F	G	H	I
ADA Coordinator	7196	7376	7560	7748	7941	8141	8345	8552	8766
Administrative Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Airports Marketing & Public-Relations Coordinator	7196	7376	7560	7748	7941	8141	8345	8552	8766
Airports Operations Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Airports Planning Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Airports Properties Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Airports Safety Management-Systems Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Assistant City Clerk	8622	8838	9059	9285	9518	9754	9998	10248	10503
Building Services Manager	11245	11527	11816	12111	12415	12724	13043	13367	13702
Business Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Communications Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Construction Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Crime Scene Investigation-Bureau Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Cybersecurity Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Deputy City Engineer	11245	11527	11816	12111	12415	12724	13043	13367	13702
Division Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Economic Development-Analyst	7196	7376	7560	7748	7941	8141	8345	8552	8766
Facilities Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Fleet Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Graffiti Abatement Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Housing & Neighborhood-Revitalization Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Information Services-Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Law Office Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Parks Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Personnel Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Planning Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Program Manager	7196	7376	7560	7748	7941	8141	8345	8552	8766
Projects Administrator	9483	9719	9963	10211	10466	10728	10996	11272	11554
Public Works/Public Utilities-Manager	9483	9719	9963	10211	10466	10728	10996	11272	11554
Public Works/Public Utilities-Manager—Licensed-Engineer	10973	11245	11527	11816	12110	12413	12723	13042	13366

EXHIBIT 3

Salaries Effective June 19, 2023

CLASS TITLE	A	B	C	D	E	F	G	H	I
Purchasing Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Records Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Recreation Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Retirement Accounting- Manager	9719	9963	10211	10466	10728	10996	11272	11554	11843
Revenue Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Senior Management Analyst	7196	7376	7560	7748	7941	8141	8345	8552	8766
Solid Waste Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Training Officer	7196	7376	7560	7748	7941	8141	8345	8552	8766
Transit Operations Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Wastewater Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Water Manager	8622	8838	9059	9285	9518	9754	9998	10248	10503
Water/Wastewater Manager- Certified	9914	10160	10415	10675	10943	11216	11496	11784	12078

EXHIBIT 1

Salaries Effective June 17, 2024

CLASS TITLE	A	B	C	D	E	F	G	H	I
ADA Coordinator	7340	7524	7712	7903	8100	8304	8512	8724	8942
Administrative Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Airports Marketing & Public Relations Coordinator	7340	7524	7712	7903	8100	8304	8512	8724	8942
Airports Operations Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Airports Planning Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Airports Properties Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Airports Safety Management Systems Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Animal Behaviorist	7340	7524	7712	7903	8100	8304	8512	8724	8942
Assistant City Clerk	8795	9015	9241	9471	9709	9950	10198	10453	10714
Building Services Manager	11470	11758	12053	12354	12664	12979	13304	13635	13977
Business Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Clinic Manager	7340	7524	7712	7903	8100	8304	8512	8724	8942
Communications Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Construction Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Crime Scene Investigation Bureau Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Cybersecurity Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Deputy City Engineer	11470	11758	12053	12354	12664	12979	13304	13635	13977
Division Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Economic Development Analyst	7340	7524	7712	7903	8100	8304	8512	8724	8942
Emergency Services Dispatch Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Facilities Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Fleet Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Graffiti Abatement Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Housing & Neighborhood Revitalization Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Information Services Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Law Office Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Licensed Engineer Manager	12816	13136	13464	13801	14146	14500	14862	15234	15615
PARCS Operations Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Parks Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714

EXHIBIT 1

Salaries Effective June 17, 2024

CLASS TITLE	A	B	C	D	E	F	G	H	I
Personnel Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Planning Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Program Manager	7340	7524	7712	7903	8100	8304	8512	8724	8942
Projects Administrator	9673	9914	10163	10416	10676	10943	11216	11498	11786
Public Works/Public Utilities Manager	9673	9914	10163	10416	10676	10943	11216	11498	11786
Purchasing Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Records Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Retirement Accounting Manager	9914	10163	10416	10676	10943	11216	11498	11786	12080
Revenue Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Senior Management Analyst	7340	7524	7712	7903	8100	8304	8512	8724	8942
Solid Waste Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Training Officer	7340	7524	7712	7903	8100	8304	8512	8724	8942
Transit Operations Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Wastewater Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Water Manager	8795	9015	9241	9471	9709	9950	10198	10453	10714
Water/Wastewater Manager - Certified	10113	10364	10624	10889	11162	11441	11726	12020	12320