

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR THE**

**CITY OF FRESNO**

**AND**

**CITY OF FRESNO**

**PROFESSIONAL EMPLOYEES ASSOCIATION, INC.**

**(Exempt Supervisory and Professional Unit and  
Non-Exempt Professional Unit - Unit 13)**

**June 16, 2025 – December 27, 2026**

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## EXHIBIT I – 4.5% SALARIES EFFECTIVE 6/17/2024

LEGEND

* * *	= deleted old language
[\$ deleted]	= section/subsection deleted
[§§ deleted]	= two or more sections/subsections deleted
<b>bold type</b>	= 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 Professional Employees Association, Exempt Supervisory and Professional Unit and Non-Exempt Professional Unit, hereinafter referred to collectively as the Association, CFPEA, 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. The parties have met and conferred in good faith and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

#### 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 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 employer-employee relationship between the City and its employees, and the City and the Association, is governed by applicable state bargaining laws as may be amended from time to time, and Article 6 of Chapter 3 of the FMC. In the event of any conflict between said laws and this MOU, 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 their 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 Units 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 Units.

#### D. PERSONNEL FILES

1. The Personnel Services Department, under the direction of the Director of Personnel Services, 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 their 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, shall be forwarded to the Personnel Services Department to be maintained as the official personnel file as noted in D. 1., above. In addition, the departmental file shall be forwarded to the employee's new department if the employee transfers, promotes, or demotes. The file should be forwarded to the Personnel

Services Department when the employee leaves City service.

3. Inquiries regarding employment references shall be administered in accordance with existing City policies.

**E. COVERAGE RESPONSIBILITY DURING EMPLOYEE ABSENCES**

**While employees are encouraged to provide reasonable advance notice of planned absences, the responsibility for arranging adequate coverage shall remain with management. Employees shall not be required to arrange for their own replacement or coverage when taking approved leave.**

## 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 Exempt Supervisory and Professional Unit and Non-Exempt Professional Unit. The parties 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, options, and proposals, and to endeavor to reach agreement on a successor MOU. MOU negotiations may be initiated five (5) months prior to the expiration of the MOU.
2. 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 two (2) Units consisting of Exempt Supervisory and Professional Unit and Non-Exempt Professional Unit employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the classes listed in Exhibits 13-1 or 13-2 of the Salary Resolution, as such Units may be modified from time to time in the manner designated in the FMC.

#### 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, pursuant to FMC Section 3-615, and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, options, 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. LOCKOUT AND STRIKE

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 provided in FMC Section 3-617 and State law.

2. No unlawful strike or work stoppages by City employees, as defined in FMC Section 3-624 or applicable state bargaining laws and regulations, 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), fine, 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 their 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.
3. The Association agrees to represent employees in these Units in a manner consistent with the requirements of the Meyers-Milias-Brown Act and applicable state and federal regulations.
4. Executive Board Member Release Time: Association Executive Board Members will be allowed time off to attend to Association business. At least two (2) calendar days advance notice shall be provided by the Association President to the Chief Labor Negotiator or designee so that release time may be arranged with the affected department, exceptions may be made on a case-by-case basis upon mutual agreement of the parties. Executive Board members may take up to twenty-four (24) hours annually. The President may take up to forty (40) hours annually. Such time may be charged to the employee's Annual Leave, Holiday Leave, or Management Leave banks.

5. Grievance/Disciplinary Action Release Time: The Association President will designate Executive Board Members to investigate grievances or disciplinary actions and/or to observe working conditions stemming from grievances. The Association agrees to provide a minimum of seventy-two (72) hours advance notice of the request for Grievance/Discipline Release Time. The Association President shall provide such notice to the Chief Labor Negotiator or designee so that release time may be arranged with the affected department. Designated Association representatives may receive up to a maximum of two (2) hours of release time per grievance/discipline for investigative purposes.
6. Negotiations and Grievance Advisory Committee Release Time: An Association representative, designated by the Association President, shall be able to represent employees in negotiations, and Grievance Advisory Committee meetings. The Association agrees to provide reasonable advance notice of the request for Release Time for these instances. The Association President shall provide such notice to the Chief Labor Negotiator or designee so that release time may be arranged with the affected Department.

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

Pursuant to FMC Sections 3-283 and 3-284, employees in the Classified Service may elect to appeal a corrective action resulting in fine, suspension, demotion or termination to the Civil Service Board for a hearing before the Board under FMC Section 3-284, or may request that the action be heard by a hearing officer pursuant to FMC Section 3-283. The recommendation of the hearing officer shall be filed with the Civil Service Board, which may affirm, modify or set aside the recommendation. The decision of the Civil Service Board shall be final and binding on all parties, and there shall be no further administrative appeal available.

E. CONFLICT RESOLUTION SUBCOMMITTEE

**The City agrees to create a conflict resolution subcommittee with the Association in resolving workplace concerns, conflicts, and issues that may not be appropriate for the formal grievance process or that require specialized confidential handling.**

**The subcommittee shall be comprised of at a no more than two (2) representatives from CFPEA, and the City. The parties intend for the subcommittee to commence within 90 days of ratification of this MOU.**

## ARTICLE VI

### COMMUNICATIONS

#### A. ASSOCIATION BUSINESS

1. The City agrees to allow Association Officers, subject to the approval of each employee's supervisor and the needs of the City, reasonable leave in accordance with Article V, Section B., 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 leave benefits, to be designated by the employee. Approval of such leave will not be unreasonably withheld.
2. The use of City equipment or computer network to conduct personal business is prohibited. Both parties agree that there are times that the use of City equipment is unavoidable by the Association, and at times is in the best interests of the City. Routine City business may be conducted without charge, and shall include the use of land or cellular phones to contact family members if the employee is required to work late, or has their shift changed without advanced notice. Occasional use of e-mail to communicate on issues of mutual labor-management interest, such as the scheduling of negotiations meetings, shall be permitted.

#### B. ASSOCIATION OFFICERS AND DIRECTORS

1. 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.
2. The Personnel Services Department shall provide the Association the names of all new members of this Unit within 30 days of hire in compliance with AB 119.

#### C. ASSOCIATION BULLETIN BOARDS

The City shall provide space, or access to space, for the exclusive use of the Association on one bulletin board in each work or reporting location.

#### D. EXCHANGE OF INFORMATION

1. General

On a timely basis, the City shall provide notification to the Association upon proposing amendments to Administrative Orders, hereinafter AO, new and amended Salary Resolutions, new and amended Position Authorization Resolutions, and job bulletins applicable to the Unit and Unit employees.

2. Class Specifications

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

3. If new classes are created which the City determines appropriate for inclusion in these Units, 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 base salary for the class. If, after a reasonable period of meeting and conferring, agreement cannot be reached, staff, after notifying the Association, shall 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.

5. New Employee Orientation

The Personnel Services Department (PSD) provides a new employee orientation program to all new City employees (i.e., NEO). PSD will notify the Association at least ten (10) calendar 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 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.

6. Employee Information

The City will provide the employee information it has on file in compliance with Assembly Bill (AB) 119 California Government Code Sections 3555-3559) for all new hires in the bargaining unit within 30 days of hire, as well as all employees represented by the Association at least once per quarter.

Pursuant to Government Code §3358 (in AB 119), 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 AB 119.

## ARTICLE VII

### DUES DEDUCTION

#### 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 these Units. 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 these Units. 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 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 member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in 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 by electronic funds transfer to an account specified by the City of Fresno Professional Employees Association.



## ARTICLE VIII

### COMPENSATION AND BENEFITS

#### A. SALARIES

1. **\* \* \* The base rate of pay of all employees in this unit will be increased by four and one-half percent (4.5%) as reflected in Exhibit I, attached hereto and incorporated by reference, effective the beginning of the first full pay period following Council approval.**

[§§ deleted]

#### B. PENSION CONTRIBUTION

Employees in Unit 13 who are hired by the City on or after June 29, 2015, shall make an additional contribution equal to 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. Employees who transfer, demote or promote into Unit 13 on or after June 25, 2018 and were paying an additional one and one half percent (1.5%) of their pensionable compensation to the City of Fresno Employees Retirement System immediately prior to entering Unit 13, 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 one and one half percent (1.5%) contribution in cash. The one and one half percent (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%).

#### C. PREMIUM PAY

1. Swing and Night Shift Premium - An employee in these Units who is regularly assigned to work a swing or night shift and who supervises an employee or employees who are eligible to receive swing or night shift premium pay shall receive swing or night shift premium pay in addition to the employee's base salary. If one-half or more of an employee's shift falls between the hours of 5:00 p.m. and midnight, the employee will receive a swing shift premium of one dollar and forty-five cents (\$1.45) per hour for all hours worked that shift. If one-half or more of an employee's shift falls between the hours of midnight and 8:00 a.m., the employee will receive a

night shift premium of two dollars and thirty cents (\$2.30) per hour for all hours worked that shift. The swing or night shift premium will be paid only to an employee who is regularly assigned to a swing or night shift and who actually works such shift. Should a shift fall under the definitions of both swing and night shift, the shift will be paid at the higher rate. This pay is pensionable under the City of Fresno Retirement System.

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. Examination applications will be available at the Personnel Services Department, Human Resources Division, and City department personnel units. 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 must recertify will be provided notice prior to recertification.
  - b. Department Directors, or their designees, shall designate those positions or assignments in which bilingual skill is desired.
  - 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. Effective December 6, 2021, the bilingual premium pay rate for classified employees in these Units will be one hundred dollars (\$100) per month regardless of how many languages for which an employee is certified.
3. Certificate/License/Registration Premium Pay - It is expressly understood that positions and assignments eligible for certificate, license, or registration premium pay will be determined solely at the discretion of management. If any of the certificates, licenses and/or registrations detailed in the subsections below are determined by the City to be minimum qualifications in job classifications, 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.

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.

- a. Permanent employees in the classes of Planner III 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.
- b. Permanent employees in the classes of Principal Accountant, Senior Accountant-Auditor, or Treasury Officer, who possess a valid license as a Certified Public Accountant issued by the State of California, shall receive an additional five percent (5%) of their base rate of pay per month.
- c. Permanent employees in the class of Equipment Supervisor, who possess a valid Master Automobile Technician Certificate or a valid Master Heavy Duty Truck Technician Certificate issued by the National Institute for Automotive Service Excellence (NIASE), shall receive two hundred dollars (\$200.00) per month.
- d. Permanent employees in the class of Wastewater Operations Supervisor who are assigned to the operational area of Mechanical Maintenance and who possess a valid Grade IV Wastewater Collection Systems Technical Certificate issued by the California Water Environment Association, shall receive forty dollars (\$40.00) per month.
- e. Permanent employees in the class of Chief of Wastewater Facilities Maintenance, who possess a valid Grade IV Mechanical Technologist Certificate or valid Grade IV Electrical Instrumentation Certificate issued by the California Water Environment Association, shall receive seventy-five dollars (\$75.00) per month.
- f. Permanent employees in the class of Wastewater System Supervisor, who possess a valid Grade IV Mechanical Technologist Certificate issued by the California Water Environment Association or a valid Grade IV Wastewater Treatment Plant Operator Certificate issued by the State Water Resources Control Board, shall receive seventy-five dollars (\$75.00) per month.
- g. Permanent employees in the class of Water System Supervisor**

**who possess a valid Water Treatment Operator Grade V (T5) Certificate issued by the State Water Resources Control Board, shall receive one hundred fifty dollars (\$150.00) per month.**

- h. Subject to policies, procedures and criteria determined and established by the City Manager, permanent employees in classes requiring the possession and maintenance of valid registration as a Professional Engineer issued by the State of California, shall be reimbursed by the City for registration fee renewals.
- i. Subject to policies, procedures and criteria determined and established by the City Manager, permanent employees in classes requiring the possession and maintenance of valid certification issued by the California Water Environment Association, shall be reimbursed by the City for certification fee renewals.

#### 4. Salary Spread Differential Premium Pay

- a. Upon the filing of an Employee Action Form ("EAF") by a department director, the Director of Personnel Services shall approve a premium pay increase in order to establish a salary spread differential of ten (10%) between a supervisory employee in these Units, and the supervisory employee's highest paid subordinate.
- b. Premium pay received under MOU Article VIII, Section C., Subsection 4a shall not be considered base pay, and shall not be applied towards the calculation of leave benefit payouts, holiday payouts, life/disability compensation, or retirement calculations/benefits.
- c. The actual amount of salary spread differential premium pay received shall be the difference between the base pay of the highest paid subordinate, and the amount necessary to be added to the supervisory employee's base rate of pay to maintain a ten percent (10%) salary spread differential. Receipt of this premium pay shall be discontinued upon the supervisor's separation from City service, or upon any modification which eliminates the supervisor/subordinate relationship.
- d. The parties agree to meet each quarter during the term of the MOU to discuss and strategize alternative solutions to Salary Spread Differential Premium Pay. Any change to Article VIII, Section C. 4. will require mutual agreement.

#### 5. Licensed Professional Engineer

- a. As determined solely by the Appointing Authority with City Manager approval, a Licensed Professional Engineer may receive premium pay of three hundred dollars (\$300) per month when the Licensed Professional Engineer's assignment requires specialized expertise or other job-related criteria as determined by management. Eligibility for such premium pay will not continue beyond twelve (12) months

without review, an EAF, Appointing Authority recommendation, and City Manager approval. This pay is pensionable under the City of Fresno Retirement System.

- b. It is expressly understood that reduction in force and lay off processes are governed by the FMC; however, in addition to the Code, a senior employee occupying the class of Licensed Professional Engineer affected by a reduction in force will not bump a more junior employee occupying the same class if the position occupied by the junior employee requires specialized certification/licensure/training not possessed by the more senior employee.

6. Supervising Crime Scene Technician Premium Pay:

a. Bachelor's Degree Pay

Employees in the classes of Supervising Crime Scene Technician who possess a four (4) year college degree (Bachelor's Degree) from an accredited institution shall be paid an additional three percent (3%) of their base rate of pay. This pay is pensionable under the City of Fresno Retirement System.

b. POST Premium Pay

- (1) Employees who have served at least five (5) years of full-time work in the classification of Supervising Crime Scene Technician in the City of Fresno Crime Scene Bureau and have successfully completed the basic POST Crime Scene Bureau Technician course shall be paid an additional four percent (4%) of their base rate of pay.
- (2) Employees who have served at least ten (10) years of full-time work in the classification of Supervising Crime Scene Technician in the City of Fresno Crime Scene Bureau and who have successfully completed the POST certified training for law enforcement supervisors shall be paid an additional four percent (4%) of their base rate of pay.
- (3) The POST Premium Pay listed in subsections 6.b(1) and 6.b(2) above shall be stackable.
- (4) POST Premium Pay is pensionable under the City of Fresno Retirement System.

c. **The Bachelor's Degree Pay and POST Premium Pay shall be stackable.**

7. Blue Seal of Excellence Recognition Premium Pay:

- a. Employees in this Unit assigned to FAX or Fleet facilities in the class of Equipment Supervisor or in any other class in this Unit whose Automotive Service Excellence (ASE) certification contributes to the receipt of the respective facility's ASE Blue Seal of Excellence Recognition, shall become eligible to receive six hundred dollars (\$600) per year premium pay to be paid in the regular paycheck of the first pay period following the facility's designation date, pursuant to the requirements outlined in subsections (1) and (2) below. Only employees in this Unit active as of the facility's designation date shall receive the premium pay. The pay is pensionable under the City of Fresno Retirement System.
  - (1) A FAX or Fleet facility must receive the ASE Blue Seal of Excellence Recognition pursuant to the program criteria established by the NIASE;
  - (2) The employee in this Unit must possess at a minimum two (2) applicable ASE certificates pursuant to the program criteria established by the NIASE (i.e., the employee's name was included as an ASE-Certified Service Professional on the Blue Seal Recognition Program application submitted by the facility).

8. Acting Assignments – Police Department:

An employee in the Police Department who otherwise meets all criteria for Temporary Assignment to Perform Duties of an Absent Employee (see FMC 3-260), but is ineligible because the absent employee is a sworn peace officer, shall receive premium pay of five percent (5%) of the employee's base salary when assigned to perform the managerial duties of a sworn officer appointed to an administrative position.

9. Additional Shifts (Full or Partial) Premium Pay

- a. Ten-Hour Shifts - Employees occupying the class of Emergency Services Dispatch Supervisor may work full or partial 10-hour shifts on a voluntary or management-directed basis. If an employee works a full or partial 10-hour shift, in addition to any shift which is part of the employee's normal work schedule, the employee shall be paid the sum of \$320 for such full shift, or an amount which is proportionate to the fraction of a shift worked (Formula:  $(\$320 \div 10 \text{ full shift hours}) \times \text{amount of shift worked} = \$ \text{amount to be applied to partial shifts worked}$ ).

Eight-Hour Shifts - In the event the department changes from 10-hour to 8-hour shifts, employees occupying the class of Emergency Services Dispatch Supervisor may work full or partial 8-hour shifts on a voluntary or management-directed basis. If an employee works a full or partial 8-hour shift, in addition to any shift which is part of the employee's normal work schedule, the employee shall be paid the sum of \$260 for such full shift, or an amount which is proportionate to the fraction of a shift worked (Formula:  $260 \div 8 \text{ full shift hours}$ ).



amount of shift worked = \$ amount to be applied to partial shifts worked).

- b. Eight-Hour Shifts - Employees occupying the class of Police Support Services Supervisor may work full or partial 8-hour shifts on a voluntary or management-directed basis. If an employee works a full or partial 8-hour shift, in addition to any shift which is part of the employee's normal work schedule, the employee shall be paid the sum of \$250 for such full shift, or an amount which is proportionate to the fraction of a shift worked (Formula:  $(\$250 \div 8 \text{ full shift hours}) \text{ amount of shift worked} = \$ \text{ amount to be applied to partial shifts worked}$ ).
- c. **The City agrees to meet and confer, at the request of CFPEA, regarding the Emergency Services Dispatcher Supervisor classification's FLSA category.**

**10. Emergency Services Dispatcher Supervisor POST Premium Pay**

- a. **Employees who have successfully completed a POST-certified Supervisory Course and who have served a minimum of two (2) years of full-time work in the classification of Emergency Services Dispatcher Supervisor, or higher, shall receive three hundred dollars (\$300.00) per month.**
- b. **POST Premium Pay is pensionable under the City of Fresno Retirement System.**

**D. PARALEGAL CERTIFICATION REIMBURSEMENT**

Employees in the classes of Paralegal, Senior Paralegal, and Supervising Paralegal may request and be reimbursed up to \$500 during a period of two fiscal years for actual out-of-pocket expenses associated with continuing education required for maintaining a paralegal certification as approved by the City Attorney or designee, including course registration fees and the cost of required materials. Employees requesting reimbursement for registration fees and cost of materials must complete a Travel and Expense Reimbursement form provided by the Finance Department, obtain signature of the City Attorney or designee, and attach proof of attendance and costs incurred for such course(s) within ten (10) calendar days after completion of the course(s).

**E. LIFE INSURANCE AND DISABILITY COVERAGE**

The City shall provide Life Insurance and Long Term Disability Insurance for members of these Units in the amounts and formulas currently provided. Employees who leave City employment may continue Life Insurance Coverage in accordance with the terms of the insurance carrier if permitted by those terms.

## F. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

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 negotiate a successor MOU, or extend the period of an MOU, or have terms imposed resulting in a greater contribution by the City, upon the Association's request, the parties will meet to determine a match to that benefit.

The City and the Association shall meet and confer on an alternative health plan and/or modifications to the Health & Welfare Trust upon the request of either party. The meet and confer process may include other bargaining units.

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

## 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.

### 2. Annual Leave

- a. Annual Leave Accrual - Employees in these Units do not accrue Vacation Leave and Sick Leave as provided in the FMC- and instead accrue Annual Leave as detailed below. Except for any exceptions noted herein, all provisions of the FMC, City Administrative Orders, policies, procedures, rules and regulations concerning leave administration will continue to apply.



- (1) Less than Ten Years - For employees who have been \* \* \* employed by the City for less than ten (10) years, the Annual Leave accrual rate will be 15.5 hours for each completed calendar month of employment.
- (2) More than Ten Years But Less Than Twenty Years - For employees who have been \* \* \* employed by the City for ten (10) years or more, the Annual Leave accrual rate will be 18.83 hours for each completed calendar month of employment.
- (3) Twenty Years or More - For employees who have been \* \* \* employed by the City for twenty (20) years or more, the Annual Leave accrual rate will be 20 hours for each completed calendar month of employment.
- (4) Annual Leave Accumulation Limit

Employees with Annual Leave balances of nine hundred (900) hours or more on June 29, 2015, will not exceed one thousand two hundred (1,200) hours.

Employees with Annual Leave balances of eight hundred hours or more, but less than nine hundred (900) hours on June 29, 2015, will not exceed one thousand (1,000) hours.

All other employees will have a cap of eight hundred forty (840) hours.

No extension to the Annual Leave accumulation limit will be allowed.

- (5) Use of Annual Leave – Annual Leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.
- (6) Annual Leave Cash Out – Employees may request payment and be compensated for up to 48 hours or ten percent (10%) of their Annual Leave balances, whichever is greater, each fiscal year between July 1 and December 31 of the applicable fiscal year during the term of this MOU. Employees may request payment and be compensated for up to five percent (5%) of their Annual Leave balance between January 1 and March 31 of any fiscal year except that payments between January 1 and March 31 may be halted when the City Manager declares that the City's fiscal condition is such that it is not feasible to make such payments. The City will meet with the Association before making such declaration, but the final decision shall be at the City Manager's sole discretion and shall not be grievable.

- (7) Unused Annual Leave Pay Out - Upon separation from City service, an employee will be compensated for all unused Annual Leave balances at their applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes.
- (8) Transfer - An employee transferring to a position represented by a different bargaining group, which is not covered by Annual Leave, may either cash out their unused Annual Leave balance at their applicable base rate of pay, or have the unused Annual Leave balance converted to a non-accruing Annual Leave balance of hours. The conversion is obtained by multiplying unused Annual Leave hours by the applicable Association class' base rate of pay (converted to an hourly figure), dividing the product by the applicable non-Association class' base rate of pay (converted 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 hours] x \$15.00 [CFPEA class monthly base rate converted to hourly] = \$1,500.00 [product] ÷ \$20.00 [non-CFPEA class monthly base rate converted to hourly] = 75 [converted hours to be placed in non-accruing Annual Leave balance account].) Upon separation from City service, the employee who transferred to a position outside the Association will be compensated for all unused Annual Leave hours at their applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes.
- (9) Employees with at least twenty (20) years of service who bid on leave in accordance with department/division procedures shall not be prohibited from bidding on or requesting up to five (5) weeks of leave and shall not be required to take leave in blocks of more than one week. In order to take such leave, employees must have sufficient leave to cover the bid time period at the time of bid placement. The ability to take leave shall be subject to needs of the department.
- (10) Annual Leave Used for Protected Sick Leave – An employee may use up to half of their yearly Annual Leave accrual per fiscal year for Protected Sick Leave in accordance 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 state law at the employee's discretion:

- Diagnosis, care, or treatment of an existing health condition of, or preventative 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).

### 3. Supplemental Sick Leave

On each July 1 employees in these Units shall be credited with forty (40) hours of Supplemental Sick Leave each fiscal year with a total accrual limit of eighty (80) hours. Employees who have earned eighty (80) hours or more prior to June 29, 2015 shall retain those hours but shall not accrue any additional time. Upon their employment with the City, new employees appointed to such positions 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 hours as follows:

- Once Sick Leave and Annual Leave has been exhausted;
- Employees may use up to one-half of their Supplemental Sick Leave accrual as Protected Sick Leave during the fiscal years in which the hours are accrued;
- Placed in a Health Reimbursement Arrangement in accordance with Article VIII, Section G.;
- To be cashed out at separation from the City if not eligible for participation in the Health Reimbursement Arrangement; or,
- May be used in the performance of community activities during the course of the employee's normal work day, with the appropriate approval.
- Notwithstanding the above, employees shall have the option of utilizing available Supplemental Sick Leave before using any other Sick Leave or Annual Leave for any of the following circumstances:

- (1) They are subject to a federal, state, or local quarantine

or isolation order;

- (2) They are unable to telework, are only able to telework for a portion of their schedule, or are prohibited from working due to a federal, state, or local quarantine or isolation order.

#### 4. Holiday Leave

- a. Except as may be modified in this Section, Holidays shall be governed by FMC Section 3-116.

Effective January 1, 1989 the following are the holidays recognized by the City for these Units:

- 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)
- 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 on 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 Sunday. For employees who are regularly scheduled to work on 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. Employees who are scheduled to and do work on a holiday that would otherwise be a regular day to work shall be credited with one (1) hour of Holiday Leave for each hour of work up to a maximum of eight (8) hours of Holiday Leave in the pay period in which the holiday occurs.
- 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 in the pay period in which the holiday occurs.
- d. If an employee is required to and does work on the employee's birthday, or the employee's birthday falls on a holiday or any regularly scheduled day off, the employee shall be credited with eight (8) hours

of Holiday Leave in the pay period in which the holiday occurs.

- e. Employees may request payment and be compensated for up to 48 hours or ten percent (10%) of their Holiday Leave balance, whichever is greater, between the pay period in which the first paycheck is paid in the fiscal year and December 31, and up to five percent (5%) between January 1 and March 31 of each fiscal year during the term of this MOU.
- f. In addition to any other Holiday Leave which may be accrued under this subsection, permanent employees in the class of Emergency Services Dispatch Supervisor shall accrue 1.33 hours of holiday leave per month.
- g. 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.
- h. 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.
- i. **With the exception of the two (2) personal business days listed above, employees who are absent from duty on leave without pay or suspension without pay at the end of a shift before the recognized holiday will not receive compensation or accrual for the holiday, unless they actually work the holiday. For the two (2) personal business days, if an employee is absent from duty on leave without pay or suspension without pay for the entire six (6) months prior to July 1 and January 1, they will not receive the holiday accrual.**

5. Management Leave (formerly "Administrative Leave")

- a. 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 this 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 a prorated amount of Management Leave hours for each full calendar month remaining in the fiscal year. City employees transferring from one bargaining Unit to another shall be credited with a prorated amount of Management Leave hours 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.

- b. Prior to any revision to the Performance Evaluation, the City agrees to meet with CFPEA to review proposed changes. The City and CFPEA must mutually agree before any changes are implemented.

6. Management Time Off (formerly "Administrative 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 if the 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 shall not be deducted from any other existing leave banks.

Management time off must be scheduled in advance when possible, approved as administrative time off by the employee's supervisor or designee and generally taken in increments of less than one day.

Only Department Directors, Assistant Directors or Division Managers may approve Management time off for more than a full day's absence.

H. LEAVE INTEGRATION WITH STATE DISABILITY INSURANCE (SDI) FOR NEW EMPLOYEES AND EMPLOYEES TRANSITIONING FROM A BARGAINING UNIT WITH SDI; LEAVE INTEGRATION WITH THE CITY'S LONG TERM DISABILITY INSURANCE PLAN

1. 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 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.

An employee who is integrating leave and has exhausted all other leave balances may apply for donated time in accordance with City policies. Donated time will be integrated in the same manner as all other available leave time as described in this Section. **If an employee chooses not to integrate leave or has no available balances, the employee will be in a Leave Without Pay (LWOP) status and subject to applicable eligibility for COBRA medical coverage.**

## 2. 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 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 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.

#### I. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding 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 Frozen Sick Leave and/or Annual Leave used for sick time (excluding only hours used for Workers' Compensation benefits and any protected leave in accordance with federal and state law) 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 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 the Salary Resolution, multiplied by twelve (12)



months then divided by 2,080 hours.

At the employer's option, the HRA accounts may be book accounts only – no actual trust account must 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, eligible employees shall not be allowed to cash out any accumulated or accrued Supplemental Sick Leave or Frozen Sick Leave at retirement.

**After the City's HRA plan is reviewed by legal counsel and if there are additional leave types that may be qualified for the HRA plan, then the City agrees to meet and confer at the request with CFPEA within 60 days.**

#### J. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee in this Unit who suffered or suffers an injury or illness in the course and scope of City employment shall receive 66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury. 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.

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.

Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU, or have terms imposed resulting in a rate of payment that is in excess of the State mandated Workers' Compensation rate of payment, upon the Association's written request, the parties will meet to determine the rate of payment.

- a. Compensation for a work related injury or illness shall begin following the first three 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 from work fourteen (14) calendar days

or more;

- (3) the employee is placed on light duty at any time during the first three (3) days.
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.
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 annual leave, holiday or administrative leave for that period.
4. If the employee opts to use 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 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. If an employee is placed on annual leave, holiday, or administrative leave pending determination as to whether the injury is industrial, and the injury or illness is determined not to be industrial, annual leave, holiday or administrative leave shall not be restored.
7. 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 retirement code sections.

#### K. COURT TIME

Notwithstanding the provisions of FMC Section 3-109, an employee in these Units who receives a notice or subpoena requiring a court appearance during a pre-approved annual leave, holiday or administrative leave shall be credited with annual, holiday or administrative leave equivalent to the actual number of hours spent in court on such day(s).

#### L. COURT APPEARANCES

As authorized by the provisions of Fresno Municipal Code Section 3-117(d), the following rules shall apply to court appearances by Supervising Crime Scene

Technicians. Supervising Crime Scene Technicians qualify either under Subsection 1 below or under Subsection 2 below, but not both subsections.

1. If a Supervising Crime Scene Technician receives a departmental notice or subpoena requiring a court appearance on the Supervising Crime Scene Technician's regularly scheduled day off, on a vacation day off, which has been approved by the department prior to notice and/or the Supervising Crime Scene Technician's receipt of a departmental notice or subpoena, and the Supervising Crime Scene Technician has not been released by the Court Liaison Office (CLO) by 0900 hours on the day of the court appearance from such departmental notice or subpoena by an electronic notification system, the Supervising Crime Scene Technician shall be considered to be on court appearance standby duty, and has the option of compensation under either Subsection (a) or (b) below. Compensation for Supervising Crime Scene Technicians on "automatic go" appearance shall occur solely under Subsection (c) below.

- (a) Premium pay for court appearance standby duty, as described above, shall be one hour at one and one-half ( $1 \frac{1}{2}$ ) times the Supervising Crime Scene Technician's base rate of pay. Time spent on court appearance standby duty (i.e., at home) shall not be considered hours worked.

In the event a Supervising Crime Scene Technician, who is on court appearance standby duty at home, appears in court, the Supervising Crime Scene Technician shall also be compensated for a minimum of two (2) hours at one and one-half times ( $1 \frac{1}{2}$ ) the Supervising Crime Scene Technician's base rate of pay, or at one and one-half times ( $1 \frac{1}{2}$ ) the Supervising Crime Scene Technician's base rate of pay for the actual time of the appearance, whichever is greater. This compensable time starts from the time the Supervising Crime Scene Technician reports to court at the directed appearance time through completion of the appearance.

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

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

- (c) Supervising Crime Scene Technicians on “automatic go” court appearance shall be compensated for a minimum of two (2) hours at one and one-half times (1 ½) the Crime Scene Technician’s base rate of pay, or at one and one-half times (1 ½) the Supervising Crime Scene Technician’s base rate of pay for the actual time of the mandatory appearance, whichever is greater. This compensable time starts from the time the Supervising Crime Scene Technician reports to court at the directed “automatic go” appearance time through completion of the appearance.
- 2. If a Supervising Crime Scene Technician receives a departmental notice or subpoena requiring a court appearance on a regular day of work which falls outside of assigned work hours, the Supervising Crime Scene Technician shall have the option of:
  - (a) Standing by at home, when legally permitted; or,
  - (b) Appearing at the CLO, with a minimum of two (2) hours pay, at one and one-half (1 ½) times the rate of pay. During this two (2) hour period, if the Supervising Crime Scene Technician is not required to appear in court, the Supervising Crime Scene Technician may, at the option of the department, be required to perform duties as assigned.
  - (c) If the court appearance starts within one-half (½) hour immediately following a shift, the Supervising Crime Scene Technician shall receive a one (1) hour minimum. If the court appearance falls during the shift and continues beyond the end of the shift, the Supervising Crime Scene Technician shall be paid at the applicable hourly rate for the actual time spent in court.
- 3. Where a Supervising Crime Scene Technician’s appearance extends beyond the two (2) hour minimum, the Supervising Crime Scene Technician shall be paid one and one-half times (1 ½) the Supervising Crime Scene Technician’s base rate of pay for the actual time of the appearance.
- 4. The provisions of Subsections 1 and 2 above, shall also apply to Supervising Crime Scene Technicians required to appear in any judicial or administrative proceeding as a witness pursuant to subpoena, court order, or request of the District Attorney. This provision shall apply to all judicial proceedings (civil, criminal, or administrative) and Civil Service proceedings in which a Supervising Crime Scene Technician’s presence is ordered, directed, or requested because of their employment as a Supervising Crime Scene Technician.

#### M. WORK SCHEDULES

- 1. The City may, with seventy-two (72) hours notice to the employee, temporarily modify the working hours of shift employees in 24-hour operations. This provision is not intended to address working hours modified as a result of daylight savings time, permanent shift changes, or

emergencies, as determined by the City. This temporary modification shall not exceed one month, unless mutually agreed by the parties.

2. The City and members of the Association may mutually agree to flexible work schedules for individual employees. Both the City and the member retain the right to withdraw the mutual agreement and return to the regular schedule established by the employee's division.
3. Employees in these Units are considered professional employees and, as such, may not have explicit times established for meal breaks. Departments may establish work schedules which include time for meal breaks to be taken as work permits. Employees who require a break from their work may do so as long as it is not excessive and does not interfere with completion of assignments.

#### N. ALTERNATIVE WORKWEEK WORK SCHEDULES

1. Department directors or designees shall be solely responsible for determining and designating divisions/units/sections/specific job classes within their respective departments that may implement variations to the standard/normal workweek work schedule. A minimum of \* \* \* **fourteen (14) calendar** days written notice shall be provided to affected employees, **the Association**, and the Labor Relations Division.
2. Subject to meet and consult pursuant to the provisions of FMC Section 3-607 prior to implementation of such changes, alternative workweek work schedules may be necessary in order to provide minimum staffing, and/or based upon the service needs of the public/other City departments, and/or other operational efficiency requirements. It is expressly understood by the parties that position assignments by classification, staffing levels, workweek work schedules, and days off are determined solely by management, and are subject to change based on, including but not limited to, varying workload, the addition of authorized staffing, and departmental operational and service need. **Any changes to an employee's established alternative workweek schedule shall require written notice to the affected employee and the Association at least fourteen (14) calendar days prior to the effective date of the change, unless the employee agrees to a shorter notice period.**
  - a. If established, employees shall select a 5/8, 4/10 or 9/80 workweek work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8, 4/10 or 9/80 workweek work schedule, or combination thereof.
  - b. It is expressly understood by the parties that workweek work schedules are determined and established by departments/divisions based upon the service needs of the public/other City departments.
  - c. Except for emergencies, employees working a 4/10 or 9/80 schedule or who have days off other than Saturday and Sunday, will make every effort to schedule all medically-based appointments on off duty

time.

3. The hours for employees working a 5/8 will consist of five (5) eight (8) hour days within two (2) consecutive days off. The hours for employees working a 4/10 will consist of four (4) ten (10) hour days with three (3) days off, of which two (2) of the days will be consecutive. Scheduling of days off will be determined by management.

Each 9/80 work schedule will consist of eight 9-hour shifts, one 8-hour shift and one day off per 14-day period broken down into two 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week which begins four hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift. The work week shall end exactly 168 hours later. Scheduling of days off is determined by management, but must be on a Monday or Friday, **unless mutually agreed upon by both management and employee.**

4. Departments/divisions may discontinue alternative workweek work schedules at any time if it is determined by management that they detrimentally affect department/division operations and services. Thirty (30) days advance notice will be given in writing to affected employees and the Labor Relations Division. The decision to discontinue alternative workweek work schedules is not appealable or grievable. If departments/divisions discontinue alternative workweek work schedules established under this provision, employees will revert to 5/8 standard/normal workweek work schedules as determined by management.
5. Except as detailed directly below, applicable Association MOU provisions, Salary Resolution, FMC and AO sections concerning alternative workweek work schedules (i.e., 4/10 or 9/80) limitations on OT, holidays, leave accruals and usage, and swing or night shift premium pay will govern.

Subsection a.; below shall apply only to non-exempt classifications in these Units as designated in the Salary Resolution and pursuant to the Fair Labor Standards Act.

- a. OT – Work in excess of nine (9) hours on 9/80 work schedule or ten (10) hours on a 4/10 work schedule in one (1) day, or on either or both of the first two (2) days off in a workweek shall be compensated at one and one-half (1 ½ ) times the base rate of pay.
- b. Work on the third day off in a workweek, or on a holiday which is a regular day off shall be compensated at two (2) times the base rate of pay.

Nine (9) or ten (10) hours work on a holiday which is a regular workday shall be compensated at normal base pay, plus eight (8) hours straight time/base pay for the holiday.

6. Holidays



- a. Employees working a 4/10 or 9/80 shall receive holidays of eight (8) hours which are listed in Article VIII Section G.4. Employees off on a holiday which falls on a regular workday shall receive eight (8) hours of base pay for the holiday. Employees in non-exempt classifications who are off on a holiday which falls on a regular workday may elect to take one (1) hour of Annual Leave, Management Leave, or Holiday Leave to provide for a full nine (9) hour day or two (2) hours of Annual Leave, Management Leave, or Holiday Leave to provide for a full ten (10) hour day, or may elect to receive one (1) or two (2) hours of leave without pay. Employees in exempt classifications will not be required to use leave.
  - b. Sanitation Supervisors who work four full ten (10) hour shifts on the work week of Thanksgiving, to include full shifts on the Day After Thanksgiving and on the Saturday following Thanksgiving, will be compensation for forty (40) hours of work and will have sixteen (16) hours of Holiday Leave deposited in their Holiday Leave bank. Sanitation Supervisors who meet such criteria will not be required to use Annual Leave to supplement holiday pay on Thursday, Thanksgiving Day.
7. Annual Leave – Employees working a 9/80 or a 4/10 shall accumulate the same number of hours of annual leave per month as under the 5/8 standard workweek.

#### O. 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 and Usage Policy.

#### P. GUARANTEED LEAVE

Four times during each fiscal year, personnel in the Association may submit a request for guaranteed leave, which request will be honored, subject to the following conditions and procedures.

1. No more than \* \* **two (2)** guaranteed leave request will be honored for any single date. This limit applies to a single work area, **with at least ten (10) employees**, and for all shifts combined.
2. Guaranteed leave requests may not be submitted for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, and the day after Thanksgiving.

3. Requests must be submitted no less than thirty (30) calendar days before the date requested to be off, but no more than ninety (90) calendar days before the date requested to be off.
4. Requests are to be submitted to the employee's immediate supervisor, to be noted with the supervisor's initials, the date, and time received. Requests will be honored on a first come, first served basis.
5. Guaranteed leave may only be for one (1) work shift per request.

**Q. BUS PASSES – FAX OPERATIONS**

Free bus passes shall be provided to employees in these Units employed in the Operations Division of the Department of Transportation, covering the employee, spouse, and dependent children under the age of eighteen. The passes will require annual renewal stickers issued to each employee.

All dependents otherwise eligible for free bus passes must reside with the employee or be a dependent according to the Internal Revenue Service regulations, in order to maintain such eligibility. It is the responsibility of the employee to ensure that bus passes are not abused by family members; however, employees will not be penalized for unknown dependent misuse of bus passes. Any employee who knowingly allows the abuse of free bus passes by family members may have the privilege of bus passes revoked for all members, including the employee, for a period not to exceed six (6) months.

Bus passes will be provided to employees who retire from the Operations Division of the Department of Transportation. The passes will require annual renewal and are intended for use by the retired employee only.

**R. BENEFITS FOR PERMANENT PART-TIME EMPLOYEES**

Permanent Part-Time employees employed in classes in these Units, shall accumulate benefits during their employment with the City of Fresno as follows:

1. 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.
2. Health and Welfare – Permanent Part-time employees shall receive Health and Welfare benefits as provided below:
  - a. Health and Welfare benefits shall be provided in accordance with Article VIII, Section E.
  - b. Employees may change their status each year thereafter during the annual open enrollment period or within thirty (30) days from the day of a qualified change in status. Participation at any time shall be by deduction from the employee's paycheck.



3. Workers' Compensation – Workers' Compensation Benefits for Permanent Part-Time employees shall be those minimums established by State of California Workers' Compensation law and regulations.
4. Probationary Period – The probationary period for Permanent Part-Time employees shall be 2,080 hours of non-overtime work performed, according to the class to which the employee is appointed.

S. UNIFORMS, SAFETY SHOES, AND PRESCRIPTION SAFETY GLASSES

1. Should the City wish to change any practice on the provision of uniforms to employees, the City will provide notice of the proposed change and CFPEA agrees to meet and confer on such change. The parties agree uniforms will be administered under Administrative Order 3-6 unless the parties agree to an alternative.
2. Supervising Crime Scene Technicians assigned to the Fresno Police Department shall receive seventy-three dollars (\$73) per month to be prorated on a pay-period-by-pay-period basis for the purpose of assisting in the purchase and maintenance of uniforms. This pay is pensionable under the City of Fresno Retirement System.
3. Employees who are in the classifications of Fire Prevention Engineer and Supervising Fire Prevention Inspector on July 1 who are required to purchase, maintain, and wear a duty uniform shall receive a uniform allowance of a flat eight hundred and seventy-six dollars (\$876) per year via direct deposit with their regular paycheck on the first pay date following each July 1 for the maintenance and replacement of the required uniform. New employees in these classifications who are required to purchase, maintain, and wear a duty uniform shall receive a prorated amount in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. The uniform allowance received under this provision will be considered pensionable for retirement purposes.
4. Safety Shoes

Safety shoes for employees in Unit 13 shall be governed by the City of Fresno Illness and Injury Prevention Program (IIPP) and shall meet the CalOSHA General Industry Safety Order Foot Protection standards outlined in Title 8, Section 3385. The City will provide a voucher for employees in this Unit who are authorized or required to wear safety shoes for two hundred fifty dollars (\$250) for the purchase of safety shoes, or the value of one (1) pair of approved shoes, whichever is less. Employees in classes and assignments who are required to wear Electrical Hazard rated or Chemical-Resistant safety shoes may be issued a voucher of up to three hundred dollars ( \$300) for the purchase of one (1) pair of safety shoes per voucher. In either event, the employee shall pay any cost in excess of the amount of the voucher.

Employees provided with safety shoes, which shall be used for the express purpose of City business, may request a voucher for replacement safety

shoes when the safety shoes are no longer serviceable as verified by the manager. When the employee obtains new safety shoes, the safety shoes that are no longer serviceable shall be turned in to the employee's manager.

5. Prescription Safety Glasses

Employees who are required to wear prescription glasses and are required to wear protective eyewear in the performance of job duties pursuant to the City of Fresno IIPP shall be reimbursed for the purchase of prescription safety glasses up to one hundred twenty-five dollars (\$125) annually.

Employees requesting reimbursement for the purchase of prescription safety glasses must complete a Travel and Expense Reimbursement form provided by the Finance Department, obtain signature of the appointing authority or designee, attach proof of payment of prescription safety glasses, and submit the form to their department within ten (10) calendar days of incurring the cost.

T. BUILDING INSPECTIONS

1. Third-Party Building Inspection Service Program

Planning & Development will institute a Third-Party Building Inspection Service Program that will allow building inspection applicants the option to select a third-party firm pre-qualified by the City to perform building inspection(s) which are required by the City to issue building permits. Building inspection applicants may negotiate fees and timelines directly with the third-party firm. Once the Program is discontinued, the Program will not be reinstated unless there is mutual agreement between the City and Association.

2. Contracting Out of Building Inspections

Due to a fluctuating demand for building inspections which may create workload issues that impact current staff, Planning & Development may contract out building inspections as needed to mitigate the workload demand on staff and meet building inspection timelines. Once contracting out of building inspections is discontinued, contracting out of building inspections will not be reinstated unless there is mutual agreement between the City and Association.

3. The Program and contracting out of building inspections will not be utilized to privatize staff or work performed by employees assigned to complete building inspections in Planning & Development. While the Program and contracting out of building inspections are in effect, respectively, the City agrees that no elimination, defunding, or freezing of Unit 13 positions assigned to perform building inspections in Planning & Development

existing as of the effective date of this MOU will occur unless the Program and contracting out of building inspections have been discontinued for sixty (60) calendar days or more, respectively.

4. When vacancies occur in Unit 13 positions assigned to perform building inspections in Planning & Development as it relates to this Program, the City agrees that the positions will remain funded and every reasonable effort will be made to recruit and fill the vacancies.
5. The City agrees to meet with the Association annually to discuss the volume of building inspection applicants choosing to utilize the Program and the number of building inspections that have been contracted out.

#### U. LICENSED PROFESSIONAL ENGINEER CLASSIFICATION

1. Employees in the Professional Engineer classification transferred into the Licensed Professional Engineer classification on July 31, 2023 shall be placed at the salary step in the Licensed Professional Engineer classification which is at least fifteen percent (15%) higher than the rate received in the employee's former Professional Engineer classification. If such an increase requires compensation greater than the highest step, the highest step shall be paid.
2. The salary step adjustment in the new class shall not alter the employee's anniversary date for purposes of future step increases in the class.
3. Seniority in the Licensed Professional Engineer classification shall be calculated using all time of continuous permanent service in both the Professional Engineer and Supervising Professional Engineer classifications. Continuous service shall not include any time spent under suspension from duty, demotion to another class, on any leave of absence without pay as defined in FMC Section 3-104, or separation from City service. A military leave of absence shall not be considered a break in service.

#### V. VOLUNTARY LEAVE TIME (VLT) PROGRAM

Voluntary Leave Time (VLT) is a program by which an employee, with appropriate approval, can take additional time off during the fiscal year through a corresponding adjustment in pay. Except as noted in Section 12 below, employees may be allowed to take up to ninety-six (96) hours of leave under this program. The program is intended to reduce City expenses by allowing employees to take additional leave time without being replaced. Employees would have regular adjustments to each paycheck. This program is not intended to increase City costs by offering an advantage to any employee at the City's expense. Participation in the program is subject to the following guidelines:

1. Participation in this program is not available in work units which rely extensively on the use of wages/contract employees to meet ongoing operational requirements, as opposed to special or short-term projects.

2. Participation in the program is voluntary on the part of the employee and must be approved by the appointing authority.
3. The employee must complete and submit a Voluntary Leave Time Request Form to participate in the program. The form must be submitted to and approved by the appointing authority. This request must specify the amount of time off and whether the time will be taken as a block or blocks of time, or intermittently.
4. The appointing authority, after reviewing the proposed leave/work schedule, may either approve, disapprove, or decrease the number of hours proposed to be taken off depending upon the operating needs of the department. If an appointing authority reduces the number of hours proposed to be taken off, the employee may withdraw the request to participate in the program. The department cannot fill behind an employee working a reduced work week with overtime, temporary help, acting pay (Municipal Code Section 3-260), or contract extra help.
5. Voluntary Leave Time cannot exceed ninety-six (96) hours in a fiscal year except as noted below in Section 12.
6. Credits toward Health and Welfare and retirement and leave accruals to which the employee is entitled, shall continue as though the employee was not on the voluntary leave time program. The employee will contribute to the Retirement System as if the employee were working full-time.
7. This Voluntary Leave Time program shall:
  - a. Be available to employees who are otherwise available for the normal performance of their duties;
  - b. Be available only to employees who have been employed by the City for twelve (12) consecutive months and who are either in permanent positions with permanent status or are in established unclassified positions, except as noted in Section 2 above or when waived in accordance with Section 12 below;
  - c. Apply toward time in service for step advancement and toward seniority for purposes of layoff;
  - d. Be granted without requiring an employee to first use accumulated vacation, compensatory-time-off, or other paid leave time;
  - e. Not be available to an employee who is otherwise on a leave without pay status;
  - f. Not be available to an employee who is on paid leave which is being exhausted prior to commencing other leave without pay;
  - g. Be taken on a scheduled basis that is mutually agreed upon by the appointing authority and the employee; and,

- h. Not be available to any employee who is being counseled or disciplined under the FMC, City administrative orders, and/or City policies, procedures, rules and regulations.
- 8. This program shall not result in overtime. However, an employee participating in this program, who is otherwise eligible for overtime, shall have overtime calculated on the basis of the MOU for the employee's unit.
- 9. At the end of each fiscal year, the department and the City Manager's Office will review the impact that the Voluntary Leave Time program has had on department operations and the City's financial situation. The City, in its sole discretion, can discontinue the VLT program at any time, because of operating needs, or because the program no longer is beneficial to the City's financial situation.
- 10. Withdrawal from the program or a change in the number of hours requested shall only be granted if Payroll has not yet processed the request, the appointing authority has decreased the number of hours requested, the employee goes out on an extended medical leave of absence during the same fiscal year that the time off request was granted under this provision, or the appointing authority determines that increased workload will not allow the employee to take time off. If the employee withdraws from the program after the beginning of the fiscal year and before completion of the 26 pay periods, appropriate adjustments will be made to the employee's pay. If such adjustments require that an FLSA non-exempt employee reimburse the City, agreement must be reached on a repayment schedule. If an employee does not withdraw from the program in accordance with these terms and agreed upon time is not taken, the time is forfeited, and no reimbursement will be made. If the City imposes an involuntary furlough, employees may have approved VLT applied toward the involuntary furlough.
- 11. This program is not equivalent to job sharing or to PI or PPT positions.
- 12. At the discretion of the City Manager, in response to fiscal needs, the VLT maximum hours can be increased and may be extended to employees otherwise excluded in Section 7.b. above.

This program will only be in effect for the term of the MOU, unless otherwise extended at the sole discretion of the City.

#### W. GUARANTEED DAY OFF

Both parties agree that employees shall not be required to respond to contact (e.g., calls, text messages, etc.) by the City on their second regular day off on a 5/8 schedule, on their third regular day off on a 4/10 schedule, on their second regular day off on the week they work five (5) days on a 9/80 schedule, and on their third regular day off on the week they work four (4) days on a 9/80 schedule. Exceptions to this include:

1. When an employee opts to voluntarily engage;
2. When an employee is assigned to be on-call;
3. When there is a Division, Department, or Citywide emergency, and/or a State or Federal emergency, as designated by the City, Division, Department, or the State and/or Federal Government. When invoking this provision, the contacting party (e.g. manager, director, etc.) shall clearly state the contact is due to an emergency, and identify the general nature of the emergency (e.g., natural disaster, critical infrastructure failure, and/or contact necessary to ensure the health, safety, or well-being, of residents and/or other employees, and/or operational continuity of City services, etc.)

Nothing in the provision shall be construed to prohibit the City from contacting employees on any day, for any lawful, work-related reason. Nothing in this provision shall be construed to entitle exempt employees to any additional compensation for receiving and/or responding to contact from the City on any day for any lawful, work-related reason. Non-exempt employees shall be compensated, if required, solely pursuant to the provisions of the MOU, and applicable law.

#### X. SHIFT BID BY SENIORITY

**For purposes of this MOU, seniority shall be defined as an employee's length of continuous service as a permanent employee in their present classification, calculated from the date of appointment to the classification. In the event of a tie of seniority, the City and CFPEA agree to meet and confer on how to address the tie.**

Employees shall be able to select shifts by seniority where both parties agree that it will not create an operational challenge. Both parties will work together to identify exceptions where specific expertise creates an operational challenge.

CFPEA and/or the City shall notice the other party in the event either party wishes to explore shift bid by seniority for a particular work group, division, or department. Once so noticed, the parties shall meet and confer to determine whether shift bid by seniority is operationally feasible, while maintaining continuity of operations as defined by the City. Shift bid by seniority shall only be established as the result of meet and confer and if mutually agreed by both parties.

Nothing in the section shall be construed to supersede, invalidate, or alter existing shift bid by seniority agreements already in effect for CFPEA members.

#### Y. PARCS SUPERVISOR ON-CALL

Both parties agree that this provision is specific to on-call assignments for impacted supervisors in the PARCS Department and will have no impact on shifts or shift assignments. CFPEA will work with impacted members to create a proposed on-call rotation process, if so desired. CFPEA shall notice the City of the proposed process. Once so noticed, the parties shall meet and confer to determine whether the proposed on-call rotation process is operationally feasible, while

maintaining continuity of operations as defined by the City. Adoption of an on-call rotation process shall only be established as the result of meet and confer and if mutually agreed by both parties.

## ARTICLE IX

### SAVING CLAUSE AND FULL UNDERSTANDING

#### A. SAVING CLAUSE

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof 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.

#### B. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties, 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

### TERM

The provisions of this MOU shall be in full force and effect from \* \* \* **June 16, 2025** to \* \* \* **December 27, 2026**, subject to the Sections (A., B., and C.) below. All economic provisions modified in this successor MOU shall be effective at the beginning of the first full pay period following Council approval, unless explicitly stated otherwise within the provision.

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609 \* \* \* and shall remain in full force and effect through \* \* \* **December 27, 2026**.
- 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 (1) the item is directly considered and specifically addressed herein, or (2) is directly considered and specially addressed in Chapter 3, Article 1-Personnel in the FMC; or (3) 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. The meet and confer process following a request made by either party pursuant to the provisions of this Article shall be subject to bargaining to the extent the matter is within the mandatory scope of bargaining under the MMBA. 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 or City statutes, and City administrative policies referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

FOR THE CITY OF FRESNO  
PROFESSIONAL EMPLOYEES  
ASSOCIATION, INC.:

FOR THE CITY OF FRESNO:

\_\_\_\_\_  
JESUS GONZALEZ  
Chief Negotiator / CFPEA, Inc.  
President

\_\_\_\_\_  
SUMEET MALHI  
Director of Personnel Services

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

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

## EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective October 20, 2025						
CLASS TITLE	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	6904	7244	7596	7971	8360
Airports Airside/Landside Superintendent	310018	7595	7965	8359	8767	9198
Airports Credentialing Supervisor	115081	7010	7355	7719	8089	8489
Airports Operations Supervisor	310013	7460	7824	8204	8608	9024
Airports Projects Supervisor	310016	7980	8372	8783	9215	9671
Airports Property Supervisor	175005	6910	7249	7600	7975	8360
Animal Center Supervisor	560035	6910	7249	7600	7975	8360
Animal Programs Coordinator	560050	4612	4856	5071	5319	5580
Architect	210045	9644	10120	10618	11150	11704
Assistant Law Office Manager	115019	7891	8272	8681	9100	9548
Business Process & Systems Analyst	125044	7890	8272	8678	9102	9548
Call Center Supervisor	115073	7152	7498	7861	8239	8642
Capital Development Specialist	310007	7591	7968	8358	8769	9199
Central Print Supervisor	120007	6328	6638	6960	7302	7655
Chief Engineering Inspector	230078	7793	8172	8576	8997	9438
Chief Engineering Technician	210009	8762	9190	9644	10120	10618
Chief of Facilities Maintenance	810037	7638	8015	8408	8819	9255
Chief of Wastewater Environmental Services	620075	7309	7670	8046	8440	8854
Chief of Wastewater Facilities Maintenance	620085	7638	8015	8408	8819	9255
Chief of Wastewater Treatment Operations	620080	7722	8108	8506	8923	9361
Chief of Water Operations	610070	7851	8233	8642	9067	9510
Chief Police Pilot	410031	8629	9051	9501	9968	10462
Chief Surveyor	210032	12163	12771	13410	14081	14784
Community Services and Recreation Supervisor	520016	6924	7262	7621	7998	8381
Contract Compliance Officer	150061	6910	7249	7600	7975	8360
Custodial Supervisor	810025	6910	7249	7600	7975	8360
Cybersecurity Specialist	125093	9515	9992	10492	11017	11569
Database Administrator	125045	7890	8272	8678	9102	9548
DBE/Small Business Coordinator	150070	6922	7257	7612	7986	8379
Emergency Services Dispatch Supervisor	410004	7273	7628	7998	8390	8799
Energy Efficiency Supervisor	230058	6127	6427	6742	7075	7421
Equipment Supervisor	720031	7515	7881	8267	8673	9101
Fire Prevention Engineer	210055	8371	8783	9212	9666	10143

**Unit 13-1, Exempt Supervisory and Professional  
Salaries Effective October 20, 2025**

<b>CLASS TITLE</b>	<b>JOB CODE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Fleet Administration Supervisor	720025	6910	7249	7600	7975	8360
Grant Writer	150105	5771	6053	6348	6659	6983
Historic Preservation Specialist	230066	7245	7603	7978	8368	8776
Housing Program Supervisor	230055	7469	7842	8233	8645	9078
Human Resources Analyst	150016	7010	7354	7708	8087	8486
Human Resources Records Supervisor	115050	7038	7382	7746	8118	8521
Information Services Supervisor	125032	8675	9102	9548	10017	10514
Landscape Maintenance Superintendent	510027	8606	9031	9472	9938	10426
Lead Risk Analyst	150008	7283	7645	8028	8428	8852
Licensed Professional Engineer	210110	12163	12771	13410	14081	14784
Management Analyst I	150020	4612	4837	5071	5319	5580
Management Analyst II	150021	5793	6077	6372	6684	7008
Parking Supervisor	720035	7251	7596	7962	8350	9130
Parks Supervisor I	510025	6328	6638	6960	7302	7655
Parks Supervisor II	510026	6924	7262	7621	7998	8381
Planner III	220007	6928	7266	7621	7997	8392
Police Support Services Supervisor	115047	7010	7355	7719	8089	8489
Principal Accountant	130014	7610	7981	8375	8785	9217
Procurement Supervisor	140004	6894	7239	7600	7979	8379
Professional Engineer	210100	9644	10120	10618	11150	11704
Project Manager	150065	8817	9258	9722	10207	10719
Records Supervisor	115045	7010	7355	7719	8089	8489
Recycling Coordinator	640001	5768	6047	6344	6651	6979
Registered Veterinary Tech	560060	5182	5441	5714	5999	6299
Revenue Supervisor	135025	7119	7466	7828	8205	8602
Risk Analyst	150010	7010	7354	7708	8087	8486
Sanitation Supervisor	640029	6910	7249	7600	7975	8360
Senior Accountant-Auditor	130013	6958	7298	7656	8030	8421
Senior Building Inspector	230034	7640	8018	8411	8822	9262
Senior Database Administrator	125046	8705	9120	9558	10016	10514
Senior Electrical Safety Consultant	230024	7639	8018	8410	8822	9261
Senior Engineering Inspector	230077	7082	7433	7796	8179	8584
Senior Environmental & Safety Consultant	230005	7654	8032	8426	8839	9279
Senior Plumbing & Mechanical Consultant	230014	7640	8018	8411	8822	9262
Senior Programmer Analyst	125019	8675	9102	9548	10017	10514
Senior Real Estate Agent	170012	6910	7249	7600	7975	8360
Senior Retirement Counselor	135052	7601	7985	8380	8798	9239

Unit 13-1, Exempt Supervisory and Professional Salaries Effective October 20, 2025						
CLASS TITLE	JOB CODE	A	B	C	D	E
Street Maintenance Superintendent	720004	8606	9031	9472	9938	10426
Street Maintenance Supervisor	720001	7595	7965	8359	8767	9198
Supervising Airports Building Maintenance Technician	310014	6910	7249	7600	7975	8360
Supervising Commercial Building Inspector	230036	7640	8018	8411	8822	9262
Supervising Engineering Technician	210008	7591	7968	8358	8769	9199
Supervising Fire Prevention Inspector	420005	7630	8004	8398	8811	9245
Supervising Paralegal	160020	7618	7992	8380	8793	9225
Supervising Planner	220008	7626	7999	8387	8799	9228
Supervising Plans Examiner	210044	8860	9298	9758	10233	10736
Supervising Real Estate Agent	170013	7596	7967	8360	8768	9199
Supervising Traffic Signal Operations Specialist	720050	7881	8266	8676	9103	9548
Survey Party Chief	210031	7784	8159	8558	8974	9420
Systems Security Administrator	125050	7891	8272	8681	9100	9548
Transit Supervisor I	320050	6677	7002	7341	7702	8077
Transit Supervisor II	320051	7516	7880	8267	8674	9101
Treasury Officer	135015	7610	7981	8375	8785	9217
Trolley Supervisor	720060	6677	7002	7341	7702	8077
Urban Forestry Supervisor	510030	6328	6638	6960	7302	7655
Urban Forestry Supervisor	510031	6924	7262	7621	7998	8381
Wastewater Environmental Supervisor	620073	8089	8483	8902	9341	9798
Wastewater Operations Supervisor	620072	8089	8483	8902	9341	9798
Wastewater System Supervisor	620071	8089	8483	8902	9341	9798
Water Conservation Supervisor	610045	7149	7498	7865	8255	8658
Water System Supervisor	610055	8089	8483	8902	9341	9798

**Unit 13-2, Non-Exempt Professional  
Salaries Effective October 20, 2025**

<b>CLASS TITLE</b>	<b>JOB CODE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Legal Secretary I</b>	<b>115015</b>	<b>5264</b>	<b>5517</b>	<b>5782</b>	<b>6060</b>	<b>6354</b>
<b>Legal Secretary II</b>	<b>115016</b>	<b>5790</b>	<b>6072</b>	<b>6364</b>	<b>6669</b>	<b>6993</b>
<b>Paralegal</b>	<b>160001</b>	<b>6519</b>	<b>6836</b>	<b>7167</b>	<b>7518</b>	<b>7888</b>
<b>Senior Human Resources Technician</b>	<b>150014</b>	<b>5440</b>	<b>5700</b>	<b>5972</b>	<b>6263</b>	<b>6565</b>
<b>Senior Legal Secretary</b>	<b>115017</b>	<b>6662</b>	<b>6996</b>	<b>7345</b>	<b>7712</b>	<b>8097</b>
<b>Senior Paralegal</b>	<b>160002</b>	<b>6800</b>	<b>7139</b>	<b>7496</b>	<b>7871</b>	<b>8266</b>
<b>Supervising Crime Scene Technician</b>	<b>410013</b>	<b>6901</b>	<b>7238</b>	<b>7589</b>	<b>7958</b>	<b>8345</b>