

# MEMORANDUM OF UNDERSTANDING

**BETWEEN AND FOR THE**

**CITY OF FRESNO**

**AND**

**CITY OF FRESNO**

**PROFESSIONAL EMPLOYEES ASSOCIATION, INC.**

**(Management Non-Confidential Unit and  
Non-Management Confidential Unit - Unit 13)**

**~~FISCAL YEARS~~**

**2012—2013**

**June 29, 2015 – June 30, 2017**

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## 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, Management Non-Confidential Unit and Non-Management Confidential 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, 3-202, 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 Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act or MMBA), applicable provisions of the Public Employment Relations Board (PERB), 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 his [or her] 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 which are set forth in City policies.

#### 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 Human Resources Division, 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 either his or her official file or departmental 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 considered confidential and access is limited.

2. Documents, including performance evaluations, retained in the employee's departmental file shall be forwarded to the Human Resources Division 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 Human Resources when the employee leaves City service.
3. Inquiries regarding employment references shall be administered in accordance with existing City policies.

ARTICLE III  
CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section 3-605, as the same may be amended from time to time. Specifically:
  - "(a) The exclusive rights to the City include, but are not limited to, the right to
    - (1) determine the missions of its constituent departments, divisions, commissions, and boards;
    - (2) set standards of service and municipal fees and charges;
    - (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
    - (4) direct its employees;
    - (5) take disciplinary action;
    - (6) relieve its employees from duty because of lack of work or other legitimate reasons;
    - (7) maintain the efficiency of governmental operations;
    - (8) determine the methods, means, and personnel by which government operations are to be conducted;
    - (9) determine the content of job classifications;
    - (10) take all necessary actions to carry out its mission;
    - (11) exercise complete control and discretion over its organization and technology of performing its work."
2. The rights of the City include the determination of staffing levels, including but not limited to, staffing by shift and class.
3. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in Section 1. (a) above are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.



4. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
5. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

## ARTICLE IV

### RECOGNITION

#### A. ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Management Non-Confidential Unit and Non-Management Confidential Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association 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 at least one week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter. ~~In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse, the City will entertain proposals from the Association as early as March 1<sup>st</sup> of the year that the MOU expires.~~ **MOU negotiations may be initiated five (5) months prior to the expiration of the MOU.**
  
2. It is expressly agreed and understood by the parties that under Government Code section 3502.5, an agency shop agreement shall not apply to management, confidential or supervisory employees. As used in this Section, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of such organization for the duration of the agreement, or a period of three years from the effective date of such agreement, whichever comes first. Employees of the City shall have the right to refuse to join or participate in the activities of the Association and shall have the right to represent themselves individually in their employment relationship with the City of Fresno. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of the exercise of these rights.

#### B. UNIT DESCRIPTION

The Association represents two (2) Units consisting of Management Non-Confidential Unit and Non-Management Confidential Unit employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the classes listed in Exhibits ~~2.4~~ **13-1** or ~~2.5~~ **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 at least one week prior to the last City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.

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 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 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 his or her 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. **Release Time:** Association Executive Board Members will be allowed time off to attend to Association business. At least seven (7) calendar days advance notice shall be provided by the Association President to the Labor Relations Manager so that release time may be arranged with the affected department. 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 administrative leave.
5. **Grievance/Discipline Investigation 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 Labor Relations Manager 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, Grievance Advisory Committee:** 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 Labor Relations Manager 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, or may request that the action be reviewed by a hearing officer. 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.

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 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 his/her 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 ten (10) calendar days of their employment, and shall notify the Association of transfers, promotions, terminations from City service, and retirements.

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

The City shall provide to the Association, on a timely basis, a copy of amendments to the Administrative Order Manual, hereinafter AO, new and amended Salary Resolutions, new and amended Position Authorization Resolutions, job bulletins, and, on an on-going basis, a list of employees, with membership in the Association noted on the list.

### 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 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.



## ARTICLE VII

### DUES DEDUCTION

#### A. GENERAL

1. Rules governing dues checkoff are set forth in FMC Section 3-620, as the same may be amended from time to time.
2. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in these Units.
3. If a member in one of these Units desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made on a Dues Deduction Authorization card.
4. If a member in one of these Units desires to revoke the member's prior Dues Deduction Authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card. A Dues Deduction Authorization card may be revoked by a member, and the dues or benefit deduction canceled, only during the months of November or December of the last year of this MOU.
5. Dues Deduction Authorization and Revocation forms are available at the Finance Department and Human Resources Division.

#### B. EXCEPTION TO THE DUES DEDUCTION AUTHORIZATION CARD

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 CHECK

The dues deduction check covering all such deductions shall be made in favor of the City of Fresno Professional Employees Association, and shall be transmitted at least monthly to:

CITY OF FRESNO PROFESSIONAL  
EMPLOYEES ASSOCIATION  
P. O. Box 1405  
Fresno, California 93716-1405

Should the Association elect to have the deduction check transmitted to an address other than that set forth herein above, the Association shall so indicate by written notice to the City's Finance Department, with a copy to the Labor Relations Division. The City shall transmit the deduction check to the address specified in the notice as early as is practicable after receipt of such notice.

## ARTICLE VIII

### COMPENSATION AND BENEFITS

#### A. ~~GENERAL~~

~~All economic benefits provided by Council ordinance or formal Council resolution, and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU.~~

#### B A. SALARIES

1. Salaries shall ~~remain as established on July 1, 2009~~ **be increased by two percent (2%) effective June 29, 2015**, as reflected in Exhibit I.
2. **The classifications of Water System Supervisor and Wastewater Treatment Maintenance Supervisor shall be increased by an additional five percent (5%) effective June 29, 2019, as reflected in Exhibit I.**
3. **The classifications of Legal Secretary I and Legal Secretary II shall be increased by an additional three percent (3%) effective July 1, 2015, as reflected in Exhibit II.**
4. **Salaries shall be increased by two and one half percent (2.5%) effective July 1, 2016, as reflected in Exhibit III.**
5. The length of service for permanent employees previously occupying the class of Street Maintenance Supervisor I, and Traffic Maintenance Supervisor retitled to and now occupying the class of Street Maintenance Supervisor (SMS) shall include the employee's continuous service in the class held prior to being retitled.
6. The length of service for the permanent employee previously occupying the class of Electrician Supervisor I allocated to the Street Maintenance Division converted to and now occupying the class of Street Maintenance Supervisor (SMS), shall include the employee's continuous service in the class held prior to being converted.

#### 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. 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.**

C. PREMIUM PAY

1. Night Shift Premium - An employee in these Units who is regularly assigned to work a night shift and who supervises an employee or employees who are eligible to receive night shift premium pay shall receive 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 night shift premium of one dollar (\$1.00) 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 one and 50/100 dollars (\$1.50) per hour for all hours worked that shift. The night shift premium will be paid only to an employee who is regularly assigned to the night shift and who actually works such shift.
  
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. Bilingual premium pay is not pensionable.
  - a. The Bilingual certification examinations will be conducted in December of each year. During the examination noticing period, 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.
  
  - b. Department Directors, or their designees, shall designate those positions or assignments in which bilingual skill is desired.
    - (1) In order to qualify for the December examinations, applications must be received by Human Resources during the month of November, but no later than the last regular business day in November and signed by the Department Director or designee.

- (2) Bilingual examination application deadlines are not appealable or grievable.
  - c. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Punjabi, Hindi, Sign, Spanish and Vietnamese languages.
  - d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay may not refuse to translate while on the job.
  - e. Employees who are bilingual but who have chosen to not receive bilingual premium pay shall not be required to translate on the job except in an emergency.
  - f. The bilingual premium pay rate for classified employees in these Units will be seventy-five dollars (\$75) 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 pay will be determined solely at the discretion of management. The following will be effective the first pay period following Council approval. If any of the certificates, licenses and/or registrations detailed in paragraphs "a" through "g" 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.
- a. Permanent employees in the classes of Planner III, or Traffic Engineering Assistant, 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, shall receive one hundred-sixty dollars (\$160.00) per month.
  - d. Permanent employees in the class of Sewer Maintenance Supervisor I, 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 Treatment Maintenance 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. 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.

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

The following will be effective the second pay period following approval as prescribed by the Fresno City Charter.

- a. Upon the filing of an 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. (It is expressly understood that the January 28, 2000, anti-compaction pay agreement is terminated in its entirety.)
- 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.

5. Professional Engineer/Supervising Professional Engineer Assignment Required Specialized Expertise

- a. As determined solely by the department director with City Manager approval, a Professional Engineer may receive premium pay up to ten percent (10%) above the Professional Engineer's base rate of pay when the Professional Engineer's assignment requires specialized expertise, supervision of other professional engineers, 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, and City Manager approval.
- b. As determined solely by the department director with City Manager approval, a Supervising Professional Engineer may receive premium pay up to ten percent (10%) above the Supervising Professional Engineer's base rate of pay when the Supervising Professional Engineer's assignment requires specialized expertise, supervision of other Supervising Professional Engineers, 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, and City Manager approval.
- c. 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 Professional Engineer/Supervising 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 Identification Technician Premium Pay:

- a. Employees in the classes of Supervising Identification 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.

- b. Employees who have served at least five (5) years of full-time work in the classification of Supervising Identification 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.
- c. Employees who have served at least ten (10) years of full-time work in the classification of Supervising Identification 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.

7. 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.

8. Additional Shifts (Full or Partial) Premium Pay

- a. Ten-Hour Shifts - Employees occupying the class of Emergency Services Communications 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: full shift amount [e.g., \$320] ÷ 10 full shift hours = \$ 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 Communications 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: full shift amount [e.g., \$260] ÷ 8 full shift hours = \$ amount to be applied to partial shifts worked).

- b. Eight-Hour Shifts - Employees occupying the class of Records 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: full shift amount [e.g., \$250] ÷ 8 full shift hours = \$ amount to be applied to partial shifts worked).

D. 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.

E. 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 dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. ~~For employees hired before November 28, 2011, the~~ **Effective July 1, 2015, the** City's contribution will be **eighty seven percent (87%)** of the premium established by the Fresno City Employees Health and Welfare Trust Board **prior to July 1, 2015 plus the cost of any increases in the health and welfare premium which will be shared on a fifty percent (50%) basis by the City and employees, except that employees will be required to pay no more than thirty percent (30%) of the premium established by the Fresno City Employees Health and Welfare Trust Board. At such time as the employee share is set at 30%, the City shall pay 70%.** ~~For employees hired on or after November 28, 2011, the City's contribution will be seventy percent (70%) of the premium established by the Fresno City Employees Health and Welfare Trust Board.~~

**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.

## F. LEAVES

### 1. Attendance Policy

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

### 2. Annual Leave

~~Effective July 1, 2000, the following annual leave program was implemented for all employees occupying classes in these Units who are employed in permanent positions at fixed monthly or yearly salaries. The annual leave program consists of combining previously existing vacation and sick leave (reduced from eight (8) hours per month to five and five-tenths (5 5/10) hours per month) accumulation rates, while simultaneously freezing existing unused sick leave balances.~~

a. Annual Leave Accrual - Vacation leave and sick leave will no longer be accumulated as provided in the FMC, but as detailed below. Except for Administrative Order 2-20 (Sick Leave Policy) and any other exceptions noted herein, all other 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 such employees **who were hired into a permanent position prior to June 29, 2015, and** who have been continuously 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. ~~In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the annual leave accrual rate to the same level for employees represented by the Association.~~ **Employees hired on or after June 29, 2015, and who have been continuously employed by the City for less than ten (10) years, the annual leave accrual rate will be 13.33 hours for each complete calendar month of employment.**

(2) More than Ten Years - For such employees **who were hired into a permanent position prior to June 29, 2015, and** who have been continuously 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. ~~In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the annual leave accrual rate to the same level for employees represented by the Association.~~ **Employees hired on or after June 29, 2015 and who have been continuously employed by the City for ten (10) years or more, the annual leave accrual rate will be sixteen (16) hours for each complete calendar month of employment.**

(3) Annual Leave Accumulation Limit

~~The accumulation of unused annual leave will not exceed one thousand two hundred (1,200) hours.~~ **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.

(4) Use of Annual Leave - Annual leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.

(5) Annual Leave Cash Out – ~~Except as noted in paragraphs (a) and (b) below, employees~~ **Employees** may request payment and be compensated for up to 48 hours or ~~25%~~ **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.**

~~(a) Employees who have not cashed out any annual leave from July 1, 2011 through October 26, 2011 cannot cash out annual leave through June 30, 2012, but may cash out annual leave in accordance with paragraph (5) above as early as July 1, 2012.~~

~~(b) Any employee who cashed out annual leave in accordance with the paragraph (5) above between July 1, 2011, and October 26, 2011 cannot cash out any additional annual leave through June 30, 2013.~~

(6) Unused Annual Leave Pay Out - Upon separation from City service, an employee will be compensated for all unused annual leave balances at his or her applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes. ~~The FMG was modified to include a definition of annual leave, and excludes accrued annual leave pay outs from pensionability under the City of Fresno Employees Retirement System. Both parties agreed to support and recommend this action to the Retirement Board and City Council.~~

(7) Transfer - An employee transferring to a position represented by a different bargaining group, which is not covered by annual leave, may either cash out his or her unused annual leave balance at his or her 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 his or her

applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes.

- (8) **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. The ability to take leave shall be subject to needs of the department.**
- b. Vacation Leave Balances Unused - Effective July 1, 2000 all employees occupying classes in these Units who are employed in permanent positions at fixed monthly or yearly salaries, had their unused vacation leave balances transferred into their annual leave account.
- c. Sick Leave Balances Unused - Effective July 1, 2000 all employees occupying classes in these Units who are employed in permanent positions at fixed monthly or yearly salaries, had their unused sick leave balances frozen.
  - (1) Use of Sick Leave - Except for usage permitted by State Labor Code Section 233 of Chapter 164 (Sick Leave Use to Care for Family Members), frozen sick leave balances may only be used by the employee for a medically verified extended illness over twenty-four (24) consecutive work hours. Employees will use annual leave to cover the first twenty-four (24) consecutive work hours for each medically verified extended illness situation prior to using frozen sick leave balances.
  - (2) Unused Sick Leave Pay Out - At service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees will be credited with the number of accumulated frozen, sick leave balances in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly rate of pay to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth in Section G., below.
- d. Pensionability - ~~Compensation payable under the a~~**Annual leave cash out program** will not be considered pensionable for retirement

~~purposes. The Fresno Municipal Code has been modified to include a definition of annual leave, and excludes accrued annual leave from pensionability under the City of Fresno Employees Retirement System. Both parties agreed to support and recommend this action to the Retirement Board and City Council.~~

3. Supplemental Sick Leave

Employees in an active status on the effective date of this MOU, shall be credited with forty (40) hours of supplemental sick leave, each fiscal year thereafter during the term of this MOU **with an accrual limit of eighty (80) hours. Employees who have earned eighty (80) hours or more prior to 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:

- a. Once sick and/or annual leave has been exhausted;
- b. Placed in a Health Reimbursement Arrangement in accordance with Article VIII, Section G.;
- c. To be cashed out at separation from the City if not eligible for participation in the Health Reimbursement Arrangement; or,
- d. May be used in the performance of community activities during the course of the employee's normal work day, with the appropriate approval.

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:

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~~ **One** Personal Business Days (8 hours credited to holiday balance on July 1 ~~and 8 hours credited on January 4~~)

Any day or part of a day declared by the Council, by Ordinance or Resolution, to be a holiday.

If January 1, July 4, November 11, or December 25 falls upon a Sunday, then the following Monday will be observed as the holiday in lieu of Sunday.

- 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 on the first day of the pay period following the date of such work.
- c. When a holiday falls on a Saturday, or on an employee's regularly scheduled day off, an employee shall be credited with eight (8) hours of holiday leave on the first day of the following month.
- d. 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 on the first day of the pay period following the birthday.
- f. ~~Except as noted in paragraphs (1) and (2) below, employees~~ **Employees** may request payment and be compensated for up to 48 hours or **ten percent (10%)** ~~25%~~ of their holiday leave balance, whichever is greater, **between July 1 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.

~~(1) Employees who have not cashed out any holiday leave from July 1, 2011 through October 26, 2011 cannot cash out holiday leave through June 30, 2012, but may cash out holiday leave in accordance with paragraph (5) above as early as July 1, 2012.~~

~~(2) Any employee who cashed out holiday leave in accordance with the paragraph f. above between July 1, 2011, and October 26, 2011 cannot cash out any additional holiday leave through June 30, 2013.~~

## 5. Administrative Leave

- a. Exempt employees shall receive sixty (60) hours of administrative leave each fiscal year, and, ~~except as noted in subsection b below,~~



may request payment and be compensated for up to **forty-eight (48)** ~~60~~ hours of this Administrative 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 administrative 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 administrative leave hours for each full calendar month remaining in the fiscal year. Administrative 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 administrative leave balance, not to exceed sixty (60) hours, upon termination from City service.

- ~~b. For the period July 1, 2011 through June 30, 2012, employees who have not cashed out any administrative leave from July 1, 2011, through October 26, 2011 cannot cash out administrative leave through June 30, 2012, but may cash out administrative leave in accordance with paragraph a. above as early as July 1, 2012.~~

~~Any employee who cashed out sixty (60) hours of administrative leave in accordance with paragraph a. above between July 1, 2011, and October 26, 2011 cannot cash out any additional administrative leave through June 30, 2013.~~

~~Any employee who cashed out less than sixty (60) hours of administrative leave between July 1, 2011, and October 26, 2011 cannot cash out any additional administrative leave through June 30, 2012. Between July 1, 2012 and June 30, 2013, the employee may cash out an amount of administrative leave which, when added to the amount of cash out in FY 12 would equal no more than sixty (60) hours.~~

~~Regardless of prohibitions on administrative leave cash out above, if any employee retires or enters the DROP between October 26, 2011 and June 30, 2013, the employee shall be allowed to cash out the full sixty (60) hours of administrative leave in Fiscal Years 2012 and 2013. For an employee entering the DROP, the cash outs must occur prior to the employee's DROP entry date.~~

- ~~e-b.~~ **The provisions below regarding thirty-two (32) hours of supplemental administrative leave will be held in abeyance through April 30, 2016, to allow the City and CFPEA an opportunity to negotiate an alternative performance incentive program. If the parties do not agree on an alternate program, supplemental administrative leave which would have been due to an employee as of July 1, 2015 will be provided to the**



**employee, and supplemental administrative leave will continue under the terms below through the term of the MOU except that employees will have until October 31, 2016 to use supplemental administrative leave granted in FY 16. Approval will not be unreasonably withheld for requests for use of supplemental administrative leave.**

In addition, annual performance evaluations, attached as Exhibit II, shall be conducted prior to an employee's anniversary date in the current position by the department director or his/her designee who shall grant up to an additional thirty-two (32) hours additional administrative leave to exempt employees whose annual job performance is rated overall superior or above. The determination by the department director to grant the additional thirty-two (32) hours administrative leave shall be made on or before the anniversary date in the current position under evaluation and credited the following July 1st. In determining what constitutes a superior performance rating, the Director shall also consider the employee's extended work hours and attendance. If the employee disagrees with the Performance Evaluation and/or the Director's determination of allotted hours, the employee, with the assistance of the Association, may appeal pursuant to the provisions provided by Administrative Order 2-15.

- (1) The additional administrative leave granted cannot be cashed in by employees and must be used within the fiscal year in which it is credited.
- (2) Employees not otherwise eligible for administrative leave who are provisionally appointed to permanent positions in classes eligible for administrative leave, and new employees, shall not be granted any part of this additional administrative leave.
- (3) City employees eligible for additional administrative leave who transfer or promote within exempt classes during a fiscal year shall be credited the following July 1<sup>st</sup> with a prorated amount of additional administrative leave hours for each full calendar month completed. These hours shall be based on performance evaluations prepared prior to July 1<sup>st</sup> by both the Department the employee is exiting from and the Department the employee is transferring or promoting to. Each Department director or designee shall notify Payroll before July 1<sup>st</sup> of the number of prorated additional leave hours to be credited to the employee. In no case shall an employee receive more than thirty-two (32) hours each fiscal year.

- d c. Deficiencies or concerns that a member's immediate supervisor may have with a member should be
- e discussed with the employee as soon as reasonably possible after the deficiencies or concerns are discovered. Should a member's immediate supervisor fail to note deficiencies prior to the annual evaluation, the deficiency then shall not be noted on that evaluation.
- e d. The City and CFPEA agree to meet regarding the Guidelines for Success Plans (Guidelines), the Success Plan, and the Performance Evaluation within six months from the executed date of the MOU to review the Guidelines, Success Plan and the Performance Evaluation. The City and CFPEA must mutually agree before any changes are made.

6. Administrative Time Off

City employees who are designated as exempt from overtime under the provisions of the Fair Labor Standards Act and who receive administrative leave pursuant to paragraph 5., above, may be granted administrative 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. Administrative time off shall not be deducted from any other existing leave banks.

Administrative 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 administrative time off for more than a full day's absence.

~~7. One-Time Deduction from Leave Banks~~

~~During FY 2012, each employee agrees to relinquish a total of sixty-two and four tenths (62.4) hours of leave on a one-time basis. Each employee will designate, on a form prepared and provided by the City, the amount of hours to be taken from annual leave, administrative leave, holiday leave and/or supplemental sick leave banks. The completed form must be submitted to Payroll no later than 5:00 p.m. on January 31, 2012. The City shall choose the leave to be deducted for each employee who does not submit the form on a timely basis. Employees who do not have sufficient leave in their banks on January 31, 2012 may request to have leave deducted in July 2012. Such request should be submitted on January 31, 2012.~~

G. 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 solely to pay premiums for medical insurance (including COBRA premiums). 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 40% 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 applicable Exhibit, multiplied by twelve (12) months then divided by 2,080 hours.

**At the employer's option, the** ~~The~~ HRA accounts **may** ~~shall~~ be book accounts only – no actual trust account ~~shall~~ **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 solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. 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.

## H. 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 ~~seventy-six percent (76%)~~ **66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury of the employee's salary from the City, excluding overtime**, 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.

#### I. 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).

#### J. 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 this unit 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.**

K. ALTERNATIVE WORKWEEK WORK SCHEDULES

It is expressly understood that the parties have concluded the meet and confer process on this section, and as such, it is not subject to future meet and confer when department/divisions implement the alternative work schedules in the subsections below.

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 30 days written notice shall be provided to affected employees 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 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.
  - 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 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.

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 night shift premium pay will govern.

Subsection a., below shall apply only to the following Classifications as they are currently titled: Electrician Supervisor I; Supervising Identification Technician; Legal Assistant; Legal Secretary I; Legal Secretary II, and Senior Human Resources Technician.

- 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.



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 – Employees working a 4/10 or 9/80 shall receive 12 holidays of eight hours, plus their birthday of eight (8) hours. Employees off on a holiday which falls on a regular workday shall receive eight (8) hours base pay for the holiday, and may elect to take one (1) hour annual leave, administrative leave, CTO or holiday leave to provide for a full nine (9) hour day or two (2) hours annual leave, administrative leave, CTO or holiday leave to provide for a full ten (10) hours pay, or may elect to receive one (1) or two (2) hours leave without pay.
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.

#### L. USE OF PERSONAL VEHICLES

Employees may be required, at the discretion of the City, to use their personal vehicles for City business. Employees required to use their personal vehicles on City business, other than traveling to and from work, shall be reimbursed in accordance with Administrative Order 2-2, Transportation Allowance and Mileage Reimbursement Policy. Employees may be required, at the discretion of the City, to take a City vehicle home to facilitate efficient response to after-hours emergencies or City business, pursuant to Administrative Order 8-8, City-Owned/Leased Vehicles-Acquisition and Usage Policy.

#### M. 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 one (1) guaranteed leave request will be honored for any single date. This limit applies to a single work area, 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.

#### ~~N. ANNUAL VACATION~~

~~For such employees in the Association who have been continuously employed by the City for twenty (20) years or more, a fifth week of annual leave is authorized. The City will not require the employee to take any of the five (5) weeks continuously, and gives the employee full discretion to take each of the five weeks in blocks of forty (40) hours as he or she desires throughout the fiscal year.~~

#### ~~Ø N. PAY FOR PERFORMANCE~~

~~It is agreed between the parties to continue to discuss and consider during the term of this agreement a pay for performance plan. Such pay for performance plan will only be implemented upon mutual agreement between CFPEA and the City.~~

#### ~~P O. BUS PASSES – FAX OPERATIONS~~

~~Free bus passes shall be provided to employees in this Unit 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.~~

## Q.P. BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

Permanent Part-Time employees employed in classes in the Management Non-Confidential and Non-Management Confidential 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. The City shall contribute towards the premium required by the Fresno City Employees Health and Welfare Trust, an amount of money on behalf of the employee in proportion to the number of hours scheduled for that position, as reflected in the adopted budget. The City shall make such contribution only on the condition that the employee agrees to contribute to the Fresno City Employees Health and Welfare Trust the difference between such City contribution and the amount required by the Trust for the level of benefits provided. If the employee does not so agree, then the City shall make no contribution for Health and Welfare for such employee. Election to pay such difference shall be made within thirty (30) days of appointment.
  - b. Any employee who declines to participate in the health plan at employment may elect to participate 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 Workers' Compensation 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.

## Q. UNIFORMS

**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.**

## 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

### TERMINATION

The provisions of this MOU shall be in full force and effect from ~~July 1, 2011~~ **June 29, 2015** to June 30, ~~2013~~ **2017**, subject to the Sections (A., B., and C.) below.

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval 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 June 30, ~~2013~~ **2017**.
  
- 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 any FMC section, Charter section or provision or resolution section, which section specially established wages, hours, or other terms and conditions of employment;** 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 \_\_\_\_\_, 2015.

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

FOR THE CITY OF FRESNO:

\_\_\_\_\_  
Richard Steitz  
Business Agent, CFPEA, Inc.

\_\_\_\_\_  
Kenneth G. Phillips  
Labor Relations Manager

\_\_\_\_\_  
Jesus Gonzales  
President, CFPEA, Inc.

\_\_\_\_\_  
TJ Miller  
Assistant Director of Personnel Services

\_\_\_\_\_  
Cynthia Fischer  
Vice President, CFPEA, Inc.

\_\_\_\_\_  
Steven Shubin  
Payroll Manager

\_\_\_\_\_  
Glenn Knapp  
Secretary, CFPEA, Inc.

\_\_\_\_\_  
Jackie Larkin  
Labor Relations Secretary

\_\_\_\_\_  
Robert Mesel  
Executive Board Member, CFPEA, Inc.

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Supervising Deputy City Attorney

EXHIBIT I  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13-1  
SALARIES EFFECTIVE JUNE 29, 2015  
2% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	5131	5383	5644	5923	6212
Airports Airside/Landside Superintendent	310018	5295	5555	5829	6114	6414
Airports Projects Supervisor	310016	5936	6228	6534	6854	7194
Airports Property Supervisor	175005	5186	5441	5709	5990	6283
Architect	210045	5373	5636	5913	6203	6508
Assistant Chief of Wastewater Treatment Operations	620079	5469	5734	6015	6311	6620
Call Center Supervisor	115073	3908	4098	4297	4504	4725
Capital Development Specialist	310007	5493	5765	6049	6344	6656
Chief Engineering Inspector	230078	5485	5754	6037	6334	6644
Chief Engineering Technician	210009	6423	6739	7071	7420	7786
Chief of Facilities Maintenance	810037	5965	6260	6567	6890	7228
Chief of Solid Waste Operations	640035	5709	5990	6283	6592	6916
Chief of Wastewater Environmental Services	620075	5709	5990	6283	6592	6916
Chief of Wastewater Facilities Maintenance	620085	5965	6260	6567	6890	7228
Chief of Wastewater Treatment Operations	620080	6033	6333	6643	6969	7312
Chief of Water Operations	610070	6130	6431	6750	7081	7428
Chief Police Pilot	410031	6739	7071	7420	7786	8172
Chief Surveyor	210032	6739	7071	7420	7786	8172
Collection System Maintenance Supervisor	630005	4785	5020	5266	5525	5796
Community Recreation Supervisor I	520015	4157	4361	4574	4800	5032
Community Recreation Supervisor II	520016	4561	4785	5021	5269	5525
Community Sanitation Supervisor I	720042	5041	5287	5548	5820	6106
Contract Compliance Officer	150061	4246	4452	4670	4901	5137
Custodial Supervisor	810025	3486	3656	3834	4021	4214
DBE/Small Business Coordinator	150070	4903	5140	5393	5657	5937
Emergency Preparedness Officer	420020	3994	4190	4394	4609	4833
Emergency Services Communications Supervisor	410004	4476	4694	4922	5164	5417
Energy Efficiency Supervisor	230058	4785	5020	5266	5525	5796
Equipment Supervisor	720031	5434	5698	5978	6272	6581
Fire Prevention Engineer	210055	5936	6228	6534	6854	7194
Fleet Administration Supervisor	720025	5269	5525	5796	6081	6380
Forestry Supervisor I	510030	4157	4361	4574	4800	5032
Forestry Supervisor II	510031	4561	4785	5021	5269	5525
Housing Program Supervisor	230055	5216	5474	5741	6023	6318
Human Resources Records Supervisor	115050	4264	4473	4691	4920	5162
Industrial Electrician Supervisor	720020	5700	5986	6285	6599	6930
Information Services Supervisor	125032	6151	6453	6768	7102	7455
Laboratory Supervisor	620014	4962	5205	5460	5728	6010
Parking Supervisor	720035	3064	3210	3365	3529	3701
Parks Supervisor I	510025	4157	4361	4574	4800	5032



EXHIBIT I  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13-1  
SALARIES EFFECTIVE JUNE 29, 2015  
2% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Parks Supervisor II	510026	4561	4785	5021	5269	5525
Planner III	220007	4888	5129	5379	5644	5921
Power Generation System Supervisor	620056	5434	5698	5978	6272	6581
Principal Accountant	130014	5421	5687	5967	6260	6567
Professional Engineer	210100	5936	6228	6534	6854	7194
Project Manager	150065	5493	5765	6049	6344	6656
Records Supervisor	115045	4264	4473	4691	4920	5162
Recycling Coordinator	640001	4147	4349	4560	4782	5017
Revenue Supervisor	135025	3908	4098	4297	4504	4725
Senior Accountant-Auditor	130013	4499	4719	4951	5194	5446
Senior Building Inspector	230034	4993	5239	5495	5766	6050
Senior Electrical Safety Consultant	230024	4993	5239	5495	5766	6050
Senior Engineering Inspector	230077	4993	5239	5495	5766	6050
Senior Environmental & Safety Consultant	230005	4993	5239	5495	5766	6050
Senior Plumbing & Mechanical Consultant	230014	4993	5239	5495	5766	6050
Senior Real Estate Agent	170012	5342	5603	5879	6168	6471
Senior Retirement Counselor	135052	4349	4567	4796	5035	5287
Solid Waste System Supervisor	640030	5012	5258	5512	5784	6066
Street Maintenance Superintendent	720004	6238	6549	6878	7222	7584
Street Maintenance Supervisor	720001	5756	6040	6336	6647	6974
Supervising Buyer	140004	4775	5010	5251	5511	5780
Supervising Commercial Building Inspector	230036	4993	5239	5495	5766	6050
Supervising Crime Scene Technician	410013	4372	4586	4809	5045	5291
Supervising Engineering Technician	210008	5655	5936	6228	6534	6854
Supervising Environmental Control Officer	620005	4962	5205	5460	5728	6009
Supervising Fire Prevention Inspector	420005	5228	5483	5755	6038	6335
Supervising Planner	220008	5370	5633	5908	6198	6501
Supervising Plans Examiner	210044	5493	5765	6049	6344	6656
Supervising Professional Engineer	210110	6739	7071	7420	7786	8172
Supervising Real Estate Agent	170013	5867	6155	6457	6774	7108
Survey Party Chief	210031	4488	4707	4938	5178	5435
Transit Supervisor I	320050	5012	5258	5512	5784	6066
Transit Supervisor II	320051	5434	5698	5978	6272	6581
Treasury Officer	135015	5421	5687	5967	6260	6567
Wastewater Treatment Maintenance Supervisor	620070	5863	6149	6452	6770	7102
Water Conservation Supervisor	610045	5583	5856	6144	6447	6763
Water System Supervisor	610055	5863	6149	6452	6770	7102

EXHIBIT I  
NON-MANAGEMENT CONFIDENTIAL CLASSES - UNIT 13-2  
SALARIES EFFECTIVE JUNE 29, 2015  
2% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Database Administrator	125045	5686	5961	6255	6561	6883
Grant Writer	150105	4273	4487	4712	4947	5195
Human Resources Analyst	150016	3994	4190	4394	4609	4833
Legal Assistant	160001	3557	3730	3910	4102	4303
Legal Secretary I	115015	2936	3077	3225	3380	3545
Legal Secretary II	115016	3245	3403	3566	3739	3921
Management Analyst I	150020	3257	3416	3582	3757	3942
Management Analyst II	150021	3994	4190	4394	4609	4833
Risk Analyst	150010	4390	4604	4828	5065	5314
Senior Database Administrator	125046	6268	6568	6883	7213	7572
Senior Human Resources Technician	150014	3244	3400	3562	3736	3918
Systems Security Administrator	125050	5157	5406	5674	5950	6242



EXHIBIT II  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13-1  
SALARIES EFFECTIVE JUNE 29, 2015  
2% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	5131	5383	5644	5923	6212
Airports Airside/Landside Superintendent	310018	5295	5555	5829	6114	6414
Airports Projects Supervisor	310016	5936	6228	6534	6854	7194
Airports Property Supervisor	175005	5186	5441	5709	5990	6283
Architect	210045	5373	5636	5913	6203	6508
Assistant Chief of Wastewater Treatment Operations	620079	5469	5734	6015	6311	6620
Call Center Supervisor	115073	3908	4098	4297	4504	4725
Capital Development Specialist	310007	5493	5765	6049	6344	6656
Chief Engineering Inspector	230078	5485	5754	6037	6334	6644
Chief Engineering Technician	210009	6423	6739	7071	7420	7786
Chief of Facilities Maintenance	810037	5965	6260	6567	6890	7228
Chief of Solid Waste Operations	640035	5709	5990	6283	6592	6916
Chief of Wastewater Environmental Services	620075	5709	5990	6283	6592	6916
Chief of Wastewater Facilities Maintenance	620085	5965	6260	6567	6890	7228
Chief of Wastewater Treatment Operations	620080	6033	6333	6643	6969	7312
Chief of Water Operations	610070	6130	6431	6750	7081	7428
Chief Police Pilot	410031	6739	7071	7420	7786	8172
Chief Surveyor	210032	6739	7071	7420	7786	8172
Collection System Maintenance Supervisor	630005	4785	5020	5266	5525	5796
Community Recreation Supervisor I	520015	4157	4361	4574	4800	5032
Community Recreation Supervisor II	520016	4561	4785	5021	5269	5525
Community Sanitation Supervisor I	720042	5041	5287	5548	5820	6106
Contract Compliance Officer	150061	4246	4452	4670	4901	5137
Custodial Supervisor	810025	3486	3656	3834	4021	4214
DBE/Small Business Coordinator	150070	4903	5140	5393	5657	5937
Emergency Preparedness Officer	420020	3994	4190	4394	4609	4833
Emergency Services Communications Supervisor	410004	4476	4694	4922	5164	5417
Energy Efficiency Supervisor	230058	4785	5020	5266	5525	5796
Equipment Supervisor	720031	5434	5698	5978	6272	6581
Fire Prevention Engineer	210055	5936	6228	6534	6854	7194
Fleet Administration Supervisor	720025	5269	5525	5796	6081	6380
Forestry Supervisor I	510030	4157	4361	4574	4800	5032
Forestry Supervisor II	510031	4561	4785	5021	5269	5525
Housing Program Supervisor	230055	5216	5474	5741	6023	6318
Human Resources Records Supervisor	115050	4264	4473	4691	4920	5162
Industrial Electrician Supervisor	720020	5700	5986	6285	6599	6930
Information Services Supervisor	125032	6151	6453	6768	7102	7455
Laboratory Supervisor	620014	4962	5205	5460	5728	6010
Parking Supervisor	720035	3064	3210	3365	3529	3701
Parks Supervisor I	510025	4157	4361	4574	4800	5032

EXHIBIT II  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13-1  
SALARIES EFFECTIVE JUNE 29, 2015  
2% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Parks Supervisor II	510026	4561	4785	5021	5269	5525
Planner III	220007	4888	5129	5379	5644	5921
Power Generation System Supervisor	620056	5434	5698	5978	6272	6581
Principal Accountant	130014	5421	5687	5967	6260	6567
Professional Engineer	210100	5936	6228	6534	6854	7194
Project Manager	150065	5493	5765	6049	6344	6656
Records Supervisor	115045	4264	4473	4691	4920	5162
Recycling Coordinator	640001	4147	4349	4560	4782	5017
Revenue Supervisor	135025	3908	4098	4297	4504	4725
Senior Accountant-Auditor	130013	4499	4719	4951	5194	5446
Senior Building Inspector	230034	4993	5239	5495	5766	6050
Senior Electrical Safety Consultant	230024	4993	5239	5495	5766	6050
Senior Engineering Inspector	230077	4993	5239	5495	5766	6050
Senior Environmental & Safety Consultant	230005	4993	5239	5495	5766	6050
Senior Plumbing & Mechanical Consultant	230014	4993	5239	5495	5766	6050
Senior Real Estate Agent	170012	5342	5603	5879	6168	6471
Senior Retirement Counselor	135052	4349	4567	4796	5035	5287
Solid Waste System Supervisor	640030	5012	5258	5512	5784	6066
Street Maintenance Superintendent	720004	6238	6549	6878	7222	7584
Street Maintenance Supervisor	720001	5756	6040	6336	6647	6974
Supervising Buyer	140004	4775	5010	5251	5511	5780
Supervising Commercial Building Inspector	230036	4993	5239	5495	5766	6050
Supervising Crime Scene Technician	410013	4372	4586	4809	5045	5291
Supervising Engineering Technician	210008	5655	5936	6228	6534	6854
Supervising Environmental Control Officer	620005	4962	5205	5460	5728	6009
Supervising Fire Prevention Inspector	420005	5228	5483	5755	6038	6335
Supervising Planner	220008	5370	5633	5908	6198	6501
Supervising Plans Examiner	210044	5493	5765	6049	6344	6656
Supervising Professional Engineer	210110	6739	7071	7420	7786	8172
Supervising Real Estate Agent	170013	5867	6155	6457	6774	7108
Survey Party Chief	210031	4488	4707	4938	5178	5435
Transit Supervisor I	320050	5012	5258	5512	5784	6066
Transit Supervisor II	320051	5434	5698	5978	6272	6581
Treasury Officer	135015	5421	5687	5967	6260	6567
Wastewater Treatment Maintenance Supervisor	620070	5863	6149	6452	6770	7102
Water Conservation Supervisor	610045	5583	5856	6144	6447	6763
Water System Supervisor	610055	5863	6149	6452	6770	7102

EXHIBIT II  
NON-MANAGEMENT CONFIDENTIAL CLASSES - UNIT 13-2  
SALARIES EFFECTIVE JUNE 29, 2015

SALARY REALIGNMENT FOR LEGAL SECRETARY I AND II EFFECTIVE JULY 1, 2015

Job Title	JOB CODE	A	B	C	D	E
Database Administrator	125045	5686	5961	6255	6561	6883
Grant Writer	150105	4273	4487	4712	4947	5195
Human Resources Analyst	150016	3994	4190	4394	4609	4833
Legal Assistant	160001	3557	3730	3910	4102	4303
Legal Secretary I	115015	3025	3170	3322	3482	3652
Legal Secretary II	115016	3343	3506	3673	3852	4039
Management Analyst I	150020	3257	3416	3582	3757	3942
Management Analyst II	150021	3994	4190	4394	4609	4833
Risk Analyst	150010	4390	4604	4828	5065	5314
Senior Database Administrator	125046	6268	6568	6883	7213	7572
Senior Human Resources Technician	150014	3244	3400	3562	3736	3918
Systems Security Administrator	125050	5157	5406	5674	5950	6242

EXHIBIT III  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13-1  
SALARIES EFFECTIVE JULY 1, 2016  
2.5% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	5260	5518	5786	6072	6368
Airports Airside/Landside Superintendent	310018	5428	5694	5975	6267	6575
Airports Projects Supervisor	310016	6085	6384	6698	7026	7374
Airports Property Supervisor	175005	5316	5578	5852	6140	6441
Architect	210045	5508	5777	6061	6359	6671
Assistant Chief of Wastewater Treatment Operations	620079	5606	5878	6166	6469	6786
Call Center Supervisor	115073	4006	4201	4405	4617	4844
Capital Development Specialist	310007	5631	5910	6201	6503	6823
Chief Engineering Inspector	230078	5623	5898	6188	6493	6811
Chief Engineering Technician	210009	6584	6908	7248	7606	7981
Chief of Facilities Maintenance	810037	6115	6417	6732	7063	7409
Chief of Solid Waste Operations	640035	5852	6140	6441	6757	7089
Chief of Wastewater Environmental Services	620075	5852	6140	6441	6757	7089
Chief of Wastewater Facilities Maintenance	620085	6115	6417	6732	7063	7409
Chief of Wastewater Treatment Operations	620080	6184	6492	6810	7144	7495
Chief of Water Operations	610070	6284	6592	6919	7259	7614
Chief Police Pilot	410031	6908	7248	7606	7981	8377
Chief Surveyor	210032	6908	7248	7606	7981	8377
Collection System Maintenance Supervisor	630005	4905	5146	5398	5664	5941
Community Recreation Supervisor I	520015	4261	4471	4689	4920	5158
Community Recreation Supervisor II	520016	4676	4905	5147	5401	5664
Community Sanitation Supervisor I	720042	5168	5420	5687	5966	6259
Contract Compliance Officer	150061	4353	4564	4787	5024	5266
Custodial Supervisor	810025	3574	3748	3930	4122	4320
DBE/Small Business Coordinator	150070	5026	5269	5528	5799	6086
Emergency Preparedness Officer	420020	4094	4295	4504	4725	4954
Emergency Services Communications Supervisor	410004	4588	4812	5046	5294	5553
Energy Efficiency Supervisor	230058	4905	5146	5398	5664	5941
Equipment Supervisor	720031	5570	5841	6128	6429	6746
Fire Prevention Engineer	210055	6085	6384	6698	7026	7374
Fleet Administration Supervisor	720025	5401	5664	5941	6234	6540
Forestry Supervisor I	510030	4261	4471	4689	4920	5158
Forestry Supervisor II	510031	4676	4905	5147	5401	5664
Housing Program Supervisor	230055	5347	5611	5885	6174	6476
Human Resources Records Supervisor	115050	4371	4585	4809	5043	5292
Industrial Electrician Supervisor	720020	5843	6136	6443	6764	7104
Information Services Supervisor	125032	6305	6615	6938	7280	7642
Laboratory Supervisor	620014	5087	5336	5597	5872	6161
Parking Supervisor	720035	3141	3291	3450	3618	3794



EXHIBIT III  
MANAGEMENT NON-CONFIDENTIAL CLASSES - UNIT 13-1  
SALARIES EFFECTIVE JULY 1, 2016  
2.5% INCREASE

Job Title	JOB CODE	A	B	C	D	E
Parks Supervisor I	510025	4261	4471	4689	4920	5158
Parks Supervisor II	510026	4676	4905	5147	5401	5664
Planner III	220007	5011	5258	5514	5786	6070
Power Generation System Supervisor	620056	5570	5841	6128	6429	6746
Principal Accountant	130014	5557	5830	6117	6417	6732
Professional Engineer	210100	6085	6384	6698	7026	7374
Project Manager	150065	5631	5910	6201	6503	6823
Records Supervisor	115045	4371	4585	4809	5043	5292
Recycling Coordinator	640001	4251	4458	4674	4902	5143
Revenue Supervisor	135025	4006	4201	4405	4617	4844
Senior Accountant-Auditor	130013	4612	4837	5075	5324	5583
Senior Building Inspector	230034	5118	5370	5633	5911	6202
Senior Electrical Safety Consultant	230024	5118	5370	5633	5911	6202
Senior Engineering Inspector	230077	5118	5370	5633	5911	6202
Senior Environmental & Safety Consultant	230005	5118	5370	5633	5911	6202
Senior Plumbing & Mechanical Consultant	230014	5118	5370	5633	5911	6202
Senior Real Estate Agent	170012	5476	5744	6026	6323	6633
Senior Retirement Counselor	135052	4458	4682	4916	5161	5420
Solid Waste System Supervisor	640030	5138	5390	5650	5929	6218
Street Maintenance Superintendent	720004	6394	6713	7050	7403	7774
Street Maintenance Supervisor	720001	5900	6191	6495	6814	7149
Supervising Buyer	140004	4895	5136	5383	5649	5925
Supervising Commercial Building Inspector	230036	5118	5370	5633	5911	6202
Supervising Crime Scene Technician	410013	4482	4701	4930	5172	5424
Supervising Engineering Technician	210008	5797	6085	6384	6698	7026
Supervising Environmental Control Officer	620005	5087	5336	5597	5872	6160
Supervising Fire Prevention Inspector	420005	5359	5621	5899	6189	6494
Supervising Planner	220008	5505	5774	6056	6353	6664
Supervising Plans Examiner	210044	5631	5910	6201	6503	6823
Supervising Professional Engineer	210110	6908	7248	7606	7981	8377
Supervising Real Estate Agent	170013	6014	6309	6619	6944	7286
Survey Party Chief	210031	4601	4825	5062	5308	5571
Transit Supervisor I	320050	5138	5390	5650	5929	6218
Transit Supervisor II	320051	5570	5841	6128	6429	6746
Treasury Officer	135015	5557	5830	6117	6417	6732
Wastewater Treatment Maintenance Supervisor	620070	6010	6303	6614	6940	7280
Water Conservation Supervisor	610045	5723	6003	6298	6609	6933
Water System Supervisor	610055	6010	6303	6614	6940	7280

EXHIBIT III  
NON-MANAGEMENT CONFIDENTIAL CLASSES - UNIT 13-2  
SALARIES EFFECTIVE JULY 1, 2016  
2.5% INCREASE

Job Title	JOB CODE	A	B	D	C	E
Database Administrator	125045	5829	6111	6412	6726	7056
Grant Writer	150105	4380	4600	4830	5071	5325
Human Resources Analyst	150016	4094	4295	4504	4725	4954
Legal Assistant	160001	3646	3824	4008	4205	4411
Legal Secretary I	115015	3101	3250	3406	3570	3744
Legal Secretary II	115016	3427	3594	3765	3949	4140
Management Analyst I	150020	3339	3502	3672	3851	4041
Management Analyst II	150021	4094	4295	4504	4725	4954
Risk Analyst	150010	4500	4720	4949	5192	5447
Senior Database Administrator	125046	6425	6733	7056	7394	7762
Senior Human Resources Technician	150014	3326	3485	3652	3830	4016
Systems Security Administrator	125050	5286	5542	5816	6099	6399

TYPE OF EVALUATION			
3 mos.:	<input type="checkbox"/>	6 mos.:	<input type="checkbox"/>
End of Probation:	<input type="checkbox"/>	9 mos.:	<input type="checkbox"/>
		Annual:	<input type="checkbox"/>

**CITY OF FRESNO  
PERFORMANCE EVALUATION (CFPEA Unit 13)**

Rating Period From:	To:	Employee's ID Number:
Employee Name:	Job Classification:	Division:

**Performance Goals**

Based on evaluation of monthly coaching sessions and expected outcomes. Summary of monthly coaching reports attached.

**Ratings:** (1) Improvement Needed (2) Satisfactory (3) Superior (4) Outstanding. Note: All Improvement Needed or Outstanding ratings must be explained.

**Key Objectives:**

Criteria	1	2	3	4
<b>Customer Satisfaction:</b> Works well with the public; establishes an effective working relationship with representatives of other agencies and organizations.				
<b>Employee Satisfaction:</b> Works well with subordinates, peers and supervisors. Promotes employee satisfaction in the work unit and division.				
<b>Financial Management:</b> Uses available resources effectively and obtains maximum results.				

**Values (ACT IT)**

**Accountability** By this we mean we take personal responsibility for our actions. We accept responsibility for the overall outcome of the services we deliver to our customers. We expect to be held accountable for the effectiveness, efficiency, competitiveness and customer satisfaction level of these services.

Criteria	N/A	1	2	3	4
<b>Job Knowledge, Skills &amp; Proficiency</b> – Demonstrates an understanding of the scope of assigned duties and the ability to perform those duties as directed.					
<b>Quality &amp; Accuracy of Work</b> – Demonstrates comprehensiveness, thoroughness, and accuracy in work performed.					
<b>Decision Making</b> – Demonstrates the ability to analyze situations & determine effective solutions.					
<b>Acceptance of Responsibility</b> – Demonstrates willingness to perform job tasks independent of supervision.					

<b>Productivity</b> – Demonstrates productive use of time, promptness in completing assignments and daily planning to achieve required results.					
<b>Attendance</b> – Employees attendance record is within acceptable guidelines.					
<b>Compliance with Regulations</b> – Demonstrates a cooperative attitude and willingness to follow instructions					

**Compassion** By this we mean we care about and respect people. We listen with full attention and seek to understand each other and most importantly, our customer. We treat others with respect & courtesy, most especially our customers. We express our appreciation to each other for work well done and to our customers for their support because we well recognize that without them we would not be here.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Safety</b> – Demonstrates general observance of safety practices including compliance with safety rules and use appropriate safety gear.					

**Trust** By that we mean we believe in each other. We treat setbacks as learning opportunities to provide better service in the future. We keep our word and take customer service commitments seriously. We're open to the ideas of others as we realize there may always be "a better way" and constantly seek these opportunities.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Responsiveness</b> – Accepts assignments and follows through in a timely, effective, efficient and appropriate manner to meet deadlines with minimum supervision. Demonstrates productive use of time, promptness in completing assignments, and daily planning to achieve results.					

**Innovation** By that we mean we seek new and creative ways to improve our business. We value our employees and foster a work environment that facilitates brainstorming where ideas to provide better customer service thrive.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Initiative</b> – Accepts assignments and follows through in a timely, effective, and appropriate manner to meet deadlines with minimum supervision. Demonstrates productive use of time, promptness in completing assignments, and daily planning to achieve results.					
<b>Problem Solving</b> – Ability to identify problems, develop and implement solutions effectively					



**Teamwork** By that we mean we work together to achieve the City Vision. We utilize our team members' talents regardless of position and hold each other accountable for performance. We recognize and appreciate the efforts and successes of team members.

<b>Criteria</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Leadership</b> – Demonstrates the ability to direct, motivate, correct, train and discipline subordinate employees effectively.					
<b>Adaptability to Change</b> - Demonstrates flexibility and acceptance of new ideas and changes in work environment and expectations					

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Overall Rating.</b>				

**Additional Administrative Leave hours recommended** \_\_\_\_\_

**Manager’s Comments:**

**Employee's Comments:**

**I wish to appeal this Performance Evaluation in accordance with Administrative Order 2-15.**

**Success Plan Initiatives for Next Year See Attached.**

Employee's Signature:	Date:	Supervisor's Signature	Date:
Division Manager's Signature:	Date:	Dept. Director's Signature:	Date:

<b><u>PERFORMANCE EVALUATION RATINGS</u></b>	
<b>UNSATISFACTORY:</b>	Need to improve performance to demonstrate consistent satisfactory performance or is an unsatisfactory performer that will be given notice to dramatically improve or face termination. A person with three or more Unsatisfactory ratings would be in this category. The number and severity ratings would be used in determining the level of notice.
<b>SATISFACTORY:</b>	Fulfills the performance requirements/expectations of the position. This person may have one or two correctable ratings on his/her evaluation. These ratings should be monitored in their coaching sessions.
<b>SUPERIOR:</b>	Usually exceeds job standards in fulfilling performance requirements with average performance.
<b>OUTSTANDING:</b>	Consistently exceeds job standards and often demonstrates excellence in fulfilling performance requirements.

**City of Fresno**  
***Department Name***  
**Success Plan**

**Employee:** \_\_\_\_\_

**I. Overview**

The City of Fresno has identified a number of goals (Key Result Areas) that support the City’s mission of creating “a united city working together to ensure equal access to opportunity, education, and quality of life for every man, woman, and child regardless of race, age, or socio-economic conditions.” The development of these goals and supporting strategies is yet another component of our “New Normal” and have been developed to effectively address a number of the challenges facing our community and region. These goals include a variety of issues ranging from education and public safety to creating jobs and improving/protecting our environment. Within each of these goals are specific strategies and tactics that once implemented, will each be used to achieve the desired outcomes or vision. This Success Plan is intended for use as a tool to facilitate the communication, particularly through the coaching process and to provide a framework for achievement and modification of city and department/division goals and objectives.

**II. Our Vision**

*“A culture of excellence where people get the best everyday”  
We collaborate to provide the best possible service to the citizens we are committed to serve, as well as each other.*

**III. City Values**

Accountability – By that we mean we take personal responsibility for our actions.  
Compassion – By that we mean we care about and respect people.  
Trust – By that we mean we believe in each other.  
Innovation – By that we mean we seek new and creative ways to improve our business.  
Teamwork – By that we mean we work together to achieve our Vision.

**IV. Key Objectives**

Customer Satisfaction  
Employee Satisfaction  
Financial Management

**V. Key Elements**

In order to effectively achieve the positive outcomes that we envision, it is vital that this information or “game plan” is communicated to all team members, both internal and external. Below is a list of tactics being implemented by the department. You will notice that all the tactics listed below are written in a manner that is positive, result oriented, observable, and measurable:

- Proactive engagement towards common goals.
- Effective implementation of the time and activity reporting system.
- Use of the dual objectives of employee satisfaction and customer satisfaction as the basis on which decisions will be made.
- Consistent communications and coaching.
- ACTIT values driven behavior (see Section III above).

**VI. Expected Outcomes**

A. The Team

The Plan for Success is just one part of an integrated strategic plan designed to promote, support, and sustain, the “New Normal” and has been developed to reflect a shared vision, values, and objectives. The purpose of this process is to improve communication at all levels of our organization, provide employees an opportunity to be involved in the decisions that affect their work and workplace, and to build trust and support through clear and concise communications, direction and expectation. It is through the collaborative process, sustained through positive coaching and reinforcement that will allow us to establish a culture of excellence where our citizens will receive our best every day.

Following are the Department/Division goals and objectives:

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B. Individual

The following should include those items that you can do that would contribute positively to achieving the department’s/division’s goals and objectives listed above, improving communication, providing employees with an opportunity to be involved in creating the best working environment possible, and building trust and support throughout all levels of the organization.

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**VII. Coaching and Communication**

- Clear and concise communication is a vital part of this effort and is needed in order for our organization to successfully achieve the objectives outlined in each of the Key Result Areas. Therefore we will meet at least monthly to coach performance and positive outcomes.

Employee: \_\_\_\_\_  
(Optional)

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

Manager: \_\_\_\_\_

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

Agreement Between  
The City of Fresno  
and  
City of Fresno Professional Employees Association

The City of Fresno (City) and the City of Fresno Professional Employees Association (CFPEA) agree to meet and confer over pension-related topics. Such discussions will be limited to new employees.

Signed:

For the City of Fresno

For CFPEA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY:



Supervising Deputy City Attorney