

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

CITY OF FRESNO

PROFESSIONAL EMPLOYEES ASSOCIATION, INC.

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

June 25, 2018 – June 21, 2020

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* * *	= deleted old language
[\$ deleted]	= section/subsection deleted
[\$§ deleted]	= two or more sections/subsections deleted
bold type	= new language

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the City of Fresno 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, **3-201**, 3-202, 3-501 and 3-603 of the Fresno Municipal Code (FMC) shall govern the construction, meaning, and application of words and phrases herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

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

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees are set forth in Section 3-604 of the FMC, and said Section presently reads as follows:

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

B. NONDISCRIMINATION

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

C. EMPLOYEE RESPONSIBILITIES

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

D. PERSONNEL FILES

1. The 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 * * * **their** * * * **personnel** file. If an employee disagrees with the content of a document placed in either file, it shall be the right of the employee to submit a response to the Director of Personnel Services to be attached to the document in question and included in the appropriate file. Personnel files are * * * confidential and access is limited.

2. Documents, including performance evaluations, * * * shall be forwarded to

the 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 * * * **either party** and continue for a reasonable period of time in order to exchange freely information, options, and proposals, and to endeavor to reach agreement on a successor MOU * * *. MOU negotiations may be initiated five (5) months prior to the expiration of the MOU.
2. 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 * * * **Exempt Supervisory and Professional** Unit and Non-**Exempt** * * * **Professional** Unit employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the classes listed in Exhibits 13-1 or 13-2 of the Salary Resolution, as such Units may be modified from time to time in the manner designated in the FMC.

C. CITY RECOGNITION

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

D. RECOGNITION OF MUTUAL OBLIGATION

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

E. LOCKOUT AND STRIKE

1. In the event the meet and confer process beginning prior to the expiration of this MOU results in an impasse, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to completion of any impasse resolution procedures provided in FMC Section 3-617 and State law.
2. No unlawful strike or work stoppages by City employees, as defined in FMC Section 3-624 **or applicable state bargaining laws and regulations**, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.
3. No lockout of employees shall be instituted by the City during the term of this MOU.

ARTICLE V

REPRESENTATION AND RESOLUTION OF CONCERNS

A. SCOPE OF REPRESENTATION

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

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

B. REPRESENTATION OF EMPLOYEES

1. A member of the Association whose presence is requested by management to discuss or review an action of the employee has the right to be represented by an Officer, Director, or member of the Association if it appears that the discussion or review may result in **a reprimand (oral or written)**, fine, suspension, demotion or termination. Should an employee request such representation, no further discussion or review may occur until a representative is present, except that an unreasonable delay shall not result from such a request. The presence of a representative of the employee's own choosing who is not an Officer, Director, or member of the Association shall also satisfy the requirements of this section. An employee shall not represent nor be represented by an individual within 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. **Executive Board Member 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/Disciplinary Action * * * Release Time:** The Association President will designate Executive Board Members to investigate grievances or disciplinary actions and/or to observe working conditions stemming from grievances. The Association agrees to provide a minimum of seventy-two (72) hours advance notice of the request for Grievance/Discipline Release Time. The Association President shall provide such notice to the 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 and Grievance Advisory Committee Release Time:** An Association representative, designated by the Association President, shall be able to represent employees in negotiations, and Grievance Advisory Committee meetings. The Association agrees to provide reasonable advance notice of the request for Release Time for these instances. The Association President shall provide such notice to the 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 **for a hearing before the Board under FMC Section 3-284**, or may request that the action be *** * * heard** by a hearing officer **pursuant to FMC Section 3-283**. The recommendation of the hearing officer shall be filed with the Civil Service Board, which may affirm, modify or set aside the recommendation. The decision of the Civil Service Board shall be final and binding on all parties, and there shall be no further administrative appeal available.

ARTICLE VI

COMMUNICATIONS

A. ASSOCIATION BUSINESS

1. The City agrees to allow Association Officers, subject to the approval of each employee's supervisor and the needs of the City, reasonable leave **in accordance with Article V, Section B.**, for the day-to-day conduct of Association business, including representation of employees as provided in Article V. Attendance at Association conferences, workshops, training, etc., will be charged to the employee's accrued leave benefits, to be designated by the employee. Approval of such leave will not be unreasonably withheld.
2. The use of City equipment or computer network to conduct personal business is prohibited. Both parties agree that there are times that the use of City equipment is unavoidable by the Association, and at times is in the best interests of the City. Routine City business may be conducted without charge, and shall include the use of land or cellular phones to contact family members if the employee is required to work late, or has 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

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

2. Class Specifications

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

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

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

5. New Employee Orientation

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

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

6. Employee Information

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

Pursuant to Government Code §3358 (in AB 119), employees may opt out of releasing the following information to the Association: home address, home and personal cellular telephone numbers, and personal email addresses. The City of Fresno's Dues Deduction Authorization shall be modified to include the opportunity for the employee to opt out of releasing the above information, and notification that the City will furnish Unit required information pursuant to AB 119.

ARTICLE VII

DUES DEDUCTION

A. GENERAL

1. 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 * * * **Personnel Services Department**.
6. **Dues deductions will be terminated when an employee leaves the bargaining unit.**

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 * * *

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

ARTICLE VIII

COMPENSATION AND BENEFITS

A. SALARIES

1. **Salaries for classifications in 13-1, the Exempt Supervisory and Professional Unit, shall be increased by one and one half percent (1.5%) effective June 25, 2018 as reflected in Exhibit I, attached hereto and incorporated by this reference. This increase is in lieu of Supplemental Administrative Leave which is discontinued as stated in Article VIII, Section F, Subsection 5. b.**
2. **The parties have reached agreement on compensation adjustments resulting from a Classification and Compensation Study. The parties have also agreed that compensation adjustments will be implemented in phases, with the first phase commencing with Equity Increases effective July 23, 2018, and subsequent phases to be implemented as negotiated in future MOU negotiations or as otherwise mutually agreed between the parties. The percentage adjustments to classifications to implement the first phase are reflected in Exhibit IV, attached hereto and incorporated by this reference.**
3. **Salaries for all classifications in Unit 13-1, the Exempt Supervisory and Professional Unit, and Unit 13-2, the Non-Exempt Professional Unit, shall be increased by two and one half percent (2.5%), and salaries shall be adjusted with Equity Increases pursuant to subsection 2. above and as reflected in Exhibit IV, effective July 23, 2018 * * * as reflected in Exhibit II, attached hereto and incorporated by this reference.**
4. **Salaries for all classifications in Unit 13-1, the Exempt Supervisory and Professional Unit, and Unit 13-2, the Non-Exempt Professional Unit, shall be increased by two and one half percent (2.5%) effective July 22, 2019 * * * as reflected in Exhibit III attached hereto and incorporated by this reference.**

[§§ deleted]

B. PENSION CONTRIBUTION

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

Employees Retirement System immediately prior to entering Unit 13, shall continue to pay the additional one and one half percent (1.5%) of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Employees Retirement System. The employee shall have no option to receive the one and one half percent (1.5%) contribution in cash. The one and one half percent (1.5%) contribution paid by the employee will not be credited to an employee's accumulated contribution account, nor will it be deposited into a member's Deferred Retirement Option Program ("DROP") account.

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

C. PREMIUM PAY

1. **Swing and Night Shift Premium** - An employee in these Units who is regularly assigned to work a **swing or** night shift and who supervises an employee or employees who are eligible to receive **swing or** night shift premium pay shall receive **swing or** night shift premium pay in addition to the employee's base salary. If one-half or more of an employee's shift falls between the hours of 5:00 p.m. and midnight, the employee will receive a * * * **swing** shift premium of one dollar (\$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 **swing or** night shift premium will be paid only to an employee who is regularly assigned to * * * **a swing or** night shift and who actually works such shift. **Should a shift fall under the definitions of both swing and night shift, the shift will be paid at the higher rate.**
2. **Bilingual Premium Pay Program** - The City and the Association jointly encourage employees to use their language skills to provide the highest level of service to the community. The bilingual certification program consists of a City administered examination process whereby employees may apply for bilingual examination and if certified by the examiner, receive bilingual premium pay for interpreting and translating. * * *
 - a. The Bilingual certification examinations will be conducted* * * **as needed.** * * ***Examination** applications will be available at the Personnel Services Department, Human Resources Division, and City department personnel units. In order to remain eligible to receive bilingual premium pay, employees must take and pass the

certification examination once every five (5) years. **Employees who must recertify will be provided notice prior to recertification.**

- b. Department Directors, or their designees, shall designate those positions or assignments in which bilingual skill is desired.

[§§ deleted]

- c. Bilingual certification examinations are conducted for * * *languages **as specified in the Salary Resolution.**
- d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay may not refuse to translate while on the job.
- e. Employees who are bilingual but who have chosen to not receive bilingual premium pay shall not be required to translate on the job except in an emergency.
- f. The bilingual premium pay rate 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 **certificate, license, or registration premium** pay will be determined solely at the discretion of management. * * * If any of the certificates, licenses and/or registrations detailed in 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 * * * **Wastewater Operations Supervisor* * *** **who are assigned to the operational area of Mechanical Maintenance and** who possess a valid Grade IV Wastewater Collection Systems Technical Certificate issued by the California Water Environment Association, shall receive forty dollars (\$40.00) per month.
- e. Permanent employees in the class of Chief of Wastewater Facilities Maintenance, who possess a valid Grade IV Mechanical Technologist Certificate or valid Grade IV Electrical Instrumentation Certificate issued by the California Water Environment Association, shall receive seventy-five dollars (\$75.00) per month.
- f. Permanent employees in the class of Wastewater 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.
- h. Subject to policies, procedures and criteria determined and established by the City Manager, permanent employees in classes requiring the possession and maintenance of valid certification issued by the California Water Environment Association, shall be reimbursed by the City for certification fee renewals.

4. Salary Spread Differential Premium Pay

* * *

- a. Upon the filing of an **Employee Action Form (“EAF”)** by a department director, the Director of Personnel Services shall approve a premium pay increase in order to establish a salary spread differential of ten (10%) between a supervisory employee in these Units, and the supervisory employee’s highest paid subordinate. (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.
 - d. **The parties agree to a reopener on Article VIII, Section C.4. Salary Spread Differential Premium Pay following completion of a Class and Compensation Analysis. Any change to Article VIII, Section C. 4. will require mutual agreement.**
5. Professional Engineer/Supervising Professional Engineer Assignment Required Specialized Expertise
- a. As determined solely be 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 **Crime Scene** * * * Technician Premium Pay:
- a. Employees in the classes of Supervising **Crime Scene** * * * Technician who possess a four (4) year college degree (Bachelor's

Degree) from an accredited institution shall be paid an additional three percent (3%) of their base rate of pay.

- b. Employees who have served at least five (5) years of full-time work in the classification of Supervising **Crime Scene * * *** Technician in the City of Fresno Crime Scene Bureau and have successfully completed the basic POST Crime Scene Bureau Technician course shall be paid an additional four percent (4%) of their base rate of pay.
- c. Employees who have served at least ten (10) years of full-time work in the classification of Supervising **Crime Scene * * *** Technician in the City of Fresno Crime Scene Bureau and who have successfully completed the POST certified training for law enforcement supervisors shall be paid an additional four percent (4%) of their base rate of pay.

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: * * * $(\$320 \div 10 \text{ full shift hours}) * \text{amount of shift worked} = \$ \text{amount to be applied to partial shifts worked}$).

Eight-Hour Shifts - In the event the department changes from 10-hour to 8-hour shifts, employees occupying the class of Emergency Services 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: * * * $260 \div 8 \text{ full shift hours}) * \text{amount of shift worked} = \$ \text{amount to be applied to partial shifts worked}$).

- 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: * * * $(\$250 \div 8 \text{ full shift hours}) * \text{amount of shift worked} = \$ \text{ amount to be applied to partial shifts worked}$).

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. **Employees who leave City employment may continue Life Insurance Coverage in accordance with the terms of the insurance carrier if permitted by those terms.**

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. Effective July 1, 2015, the City's contribution will be seventy-five percent (75%) 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%.

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

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 * * * any * * * exceptions noted herein, all * * * provisions of the FMC, City administrative orders, policies, procedures, rules and regulations concerning leave administration will continue to apply.

(1) Less than Ten Years - For 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. 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. 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

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 – Employees may request payment and be compensated for up to 48 hours or ten percent (10%) of their annual leave balances, whichever is greater, each fiscal year between July 1 and December 31 of the applicable fiscal year during the term of this MOU. Employees may request payment and be compensated for up to five percent (5%) of their annual leave balance between January 1 and March 31 of any fiscal year except that payments between January 1 and March 31 may be halted when the City Manager declares that the City's fiscal condition is such that it is not feasible to make such payments. The City will meet with the Association before making such declaration, but the final decision shall be at the City Manager's sole discretion and shall not be grievable.
- (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.
- (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 **at the time of bid placement**. The ability to take leave shall be subject to needs of the department.
- (9) **Annual Leave Used for Protected Sick Leave – An employee may use annual leave accrued in six months and available per fiscal year for Protected Sick Leave used only for those purposes defined in California Labor Code section 233. The first three days or twenty-four hours, whichever is greater, shall also be considered leave taken under California Labor Code section 246.5 (i.e., AB 1522, Healthy Workplace Healthy Family Act of 2014).**

[§ deleted]

- 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 Frozen Sick Leave - * * * **Frozen** sick leave balances may * * * be used **after exhaustion of annual leave, in accordance with FMC 3-107, or for those purposes defined in California Labor Code section 233 up to the statutory amount for the fiscal year unless the statutory amount has been satisfied by use of other leaves for the fiscal year.** * * *
 - (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 annual leave cash out program will not be considered pensionable for retirement purposes.
- e. **Employees who terminate City employment and return within one year of such termination will be entitled to reinstatement of their frozen sick leave balances at the time of termination up to a total of forty eight (48) hours.**

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 **for these Units**:

January 1
The third Monday in January
The third Monday in February
The last Monday in May
July 4
The first Monday in September
November 11

Thanksgiving Day in November
The Friday after Thanksgiving Day in November
December 25
Employee's Birthday
One Personal Business Day (8 hours credited to holiday balance on July 1)
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. Employees may request payment and be compensated for up to 48 hours or ten percent (10%) of their holiday leave balance, whichever is greater, between 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.

5. **Management * * * Leave (formerly "Administrative Leave")**

- a. Exempt employees shall receive sixty (60) hours of **Management * * * Leave** each fiscal year, and may request payment and be compensated for up to forty-eight (48) hours of this **Management * * * Leave** balance during the fiscal year in which it is credited. Upon employment by the City, new employees appointed to exempt positions shall be credited with a prorated amount of **Management * * * Leave** hours for each full calendar month remaining in the fiscal year. City employees transferring from one bargaining Unit to another shall be credited with a prorated amount of **Management * * * Leave** hours for each full calendar month remaining in the fiscal year. **Management * * * Leave** not taken or compensated during the fiscal year in which it is credited shall not be added to the leave credited in the next fiscal year, nor carried over. Exempt employees

shall be compensated for any **Management * * *** Leave balance, not to exceed sixty (60) hours, upon termination from City service.

- b. The provisions * * * regarding thirty-two (32) hours of supplemental administrative leave **are discontinued in recognition of a wage increase for employees in Unit 13-1, the Exempt Supervisory and Professional Unit as indicated in Article VII, Section A, Subsection 2.** * * *

[§§ deleted]

- c. 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. **Management * * * Time Off (formerly “Administrative Time Off”)**

City employees who are designated as exempt from overtime under the provisions of the Fair Labor Standards Act and who receive **Management * * *** Leave pursuant to paragraph 5., above, may be granted **Management * * *** time off if the supervisor or designee determines that service delivery and performance of job functions will not be impaired due to the employee’s absence. Such time off shall not be calculated on an hour-for-hour basis in relation to total hours worked. **Management * * *** time off shall not be deducted from any other existing leave banks.

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

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

7. **13-2 Non-Exempt Professional Employee Incentive Program**

Employees in 13-2, Non-Exempt Professional employees whose actual regular hours worked (i.e., hours actually worked) and paid City observed holidays during a measurement period are equal to or greater than 430 hours but less than 440 hours, will receive 4 hours of Employee Incentive Time Off. Employees whose actual regular hours and paid City observed holidays worked during a measurement period are at least for 440 hours or more up to 480 hours, will receive 8 hours of Employee Incentive Time Off.

Employees may accrue up to 80 hours of Employee Incentive Time Off and may use the time as soon as it is earned upon approval of

the employee's immediate supervisor. Any Employee Incentive Time Off earned beyond 80 hours will be automatically cashed out. Employees may voluntarily cash out the entire balance or any portion of their Employee Incentive Time Off at any time.

The measurement period for the Employee Incentive Time Off shall be calculated as follows in this paragraph: In every two week pay period, employees in this unit are regularly scheduled to work 80 hours. In six consecutive pay periods, employees are scheduled to work 480 regular work hours. Effective August 6, 2018, the regular hours actually worked by each employee in this unit and paid City observed holidays will be tabulated at the conclusion of six consecutive pay periods. The six consecutive pay periods will be called a measurement period. (For example: August 6, 2018 to October 28, 2018, is a measurement period.)

The parties will meet two times each year to review and discuss the effectiveness of the Employee Incentive Time Off Program.

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 HRA accounts may be book accounts only – no actual trust account must be established for any employee. Each HRA book account shall be credited on a monthly basis with a rate of earnings equal to the yield on the City's Investment Portfolio (provided that such yield is positive).

The HRA accounts shall be used 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 66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury. Employees on "light duty" as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of light duty.

Should the State mandated Workers' Compensation rate of payment be adjusted, the City and the Association will have a limited reopener to adjust the rate accordingly.

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

- a. Compensation for a work related injury or illness shall begin following the first three days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of the work related injury or illness only if:
 - (1) the employee is hospitalized as an inpatient on the first day for at least twenty-four (24) hours; or
 - (2) the employee is absent from work fourteen (14) calendar days or more;

- (3) the employee is placed on light duty at any time during the first three (3) days.
2. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count towards the three (3) day exclusion period; however, this time shall be recorded as a work related injury/illness absence.
3. At the employee's option, in the event of a work related injury/illness pay from the City is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may take annual leave, holiday or administrative leave for that period.
4. If the employee opts to use annual leave, holiday, or administrative leave for the first three (3) days and it is later determined that work related injury/illness pay under paragraph 1.a. above, beginning on the first day of a work related injury or illness is appropriate, the leave time shall be restored to the employee and the employee's pay or leave balance will be adjusted accordingly. If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefore.
5. If an employee is placed on annual leave, holiday, or administrative leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, frozen sick leave, annual leave, holiday, or administrative leave shall be restored and the employee placed on work related injury/illness leave as provided herein.
6. If an employee is placed on annual leave, holiday, or administrative leave pending determination as to whether the injury is industrial, and the injury or illness is determined not to be industrial, annual leave, holiday or administrative leave shall not be restored.
7. Retirement benefits shall not be reduced as a result of the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with applicable retirement code sections.

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

* * *

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 **by the parties** that position assignments by classification, staffing levels, workweek work schedules, and days off are determined solely by management, and are subject to change based on, including but not limited to, varying workload, the addition of authorized staffing, and departmental operational and service need.
 - a. If established, employees shall select a 5/8, 4/10 or 9/80 workweek work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8, 4/10 or 9/80 workweek work schedule, or combination thereof.

- b. It is expressly understood **by the parties** that workweek work schedules are determined and established by departments/divisions based upon the service needs of the public/other City departments.
 - c. Except for emergencies, employees working a 4/10 or 9/80 schedule or who have days off other than Saturday and Sunday, will make every effort to schedule all medically-based appointments on off duty time.
3. The hours for employees working a 5/8 will consist of five (5) eight (8) hour days within two (2) consecutive days off. The hours for employees working a 4/10 will consist of four (4) ten (10) hour days with three (3) days off, of which two (2) of the days will be consecutive. Scheduling of days off will be determined by management.

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

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

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

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

a. Employees working a 4/10 or 9/80 shall receive * * * **11** 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.

b. **Sanitation Supervisors who work four full ten (10) hour shifts on the work week of Thanksgiving, to include full shifts on the Day After Thanksgiving and on the Saturday following Thanksgiving, will be compensation for forty (40) hours of work and will have sixteen (16) hours of Holiday Leave deposited in their Holiday Leave bank. Sanitation Supervisors who meet such criteria will not be required to use Annual Leave to supplement holiday pay on Thursday, Thanksgiving Day.**

7. Annual Leave – Employees working a 9/80 or a 4/10 shall accumulate the same number of hours of annual leave per month as under the 5/8 standard workweek.

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. 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.

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.

P. BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

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

1. Leave – Permanent Part-Time employees shall be granted leave under the same terms and conditions as full-time employees except that such leave shall be at a rate proportionate to a permanent full-time employee occupying the same class, according to the number of hours scheduled to work.
2. Health and Welfare – Permanent Part-time employees shall receive Health and Welfare benefits as provided below:
 - a. * * * Health and Welfare benefits **shall be provided in accordance with Article VIII, Section E** * * *.
 - b. **Employees may change their status** each year thereafter during the annual open enrollment period or within thirty (30) days from the day of a qualified change in status. Participation at any time shall be by deduction from the employee's paycheck.
3. Workers' Compensation – Workers' Compensation Benefits for Permanent Part-Time employees shall be those minimums established by **State of California Workers' Compensation law and** regulations.
4. Probationary Period – The probationary period for Permanent Part-Time employees shall be 2,080 hours of non-overtime work performed, according to the class to which the employee is appointed.
5. Workers' Compensation – Workers' Compensation Benefits for Permanent Part-Time employees shall be those minimums established by Workers' Compensation regulations.
6. 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. **The parties agree Uniforms will be administered under AO 3-6 Uniform Program unless the parties agree to an alternative.**

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 * * * **June 25, 2018** to * * * **June 21, 2020**, 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 21, 2020.
- B. During the term of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, the party requesting any change shall request in writing to meet and confer on the item(s), which item(s) shall be specified in writing.
- C. During the term of this MOU, either party may refuse any request by the other to meet and confer without explanation if (1) the item is directly considered and specifically addressed herein, or (2) is directly considered and specially addressed in Chapter 3, Article 1-Personnel in the FMC; or (3) if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this MOU. The meet and confer process following a request made by either party pursuant to the provisions of this Article shall be subject to bargaining to the extent the matter is within the mandatory scope of bargaining under the MMBA. No unilateral action on any such refusable proposal may be taken by the requesting party after such a refusal by the other.

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

IN WITNESS WHEREOF, the parties hereto have set their hands on this day of _____, 2018.

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

FOR THE CITY OF FRESNO:

Jesus Gonzalez
President, CFPEA, Inc.

T.J. Miller
Assistant Director, Personnel
Services

Alan Jacobsen
CFPEA, Inc.

Kenneth G. Phillips
Labor Relations Manager

Ray Arthur
CFPEA, Inc.

Jim Schaad
Director of Transportation

Joe Ramirez
CFPEA, Inc.

Stephanie Martinez
Management Analyst

Thomas Sharpe, Esq.

Yvonne Dedmore
Payroll Manager

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Assistant City Attorney

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 25, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Acoustical Program Coordinator	310100	12	5339	5601	5873	6164	6464
Airports Airside/Landside Superintendent	310018	12	5510	5780	6065	6362	6674
Airports Projects Supervisor	310016	12	6177	6480	6799	7132	7485
Airports Property Supervisor	175005	12	5396	5662	5940	6233	6538
Architect	210045	12	5591	5864	6152	6455	6772
Call Center Supervisor	115073	12	4067	4265	4472	4687	4917
Capital Development Specialist	310007	12	5716	5999	6295	6601	6926
Chief Engineering Inspector	230078	12	5708	5987	6281	6591	6914
Chief Engineering Technician	210009	12	6683	7012	7357	7721	8101
Chief of Facilities Maintenance	810037	12	6207	6514	6833	7169	7521
Chief of Wastewater Environmental Services	620075	12	5940	6233	6538	6859	7196
Chief of Wastewater Facilities Maintenance	620085	12	6207	6514	6833	7169	7521
Chief of Wastewater Treatment Operations	620080	12	6277	6590	6913	7252	7608
Chief of Water Operations	610070	12	6379	6691	7023	7368	7729
Chief Police Pilot	410031	12	7012	7357	7721	8101	8503
Chief Surveyor	210032	12	7012	7357	7721	8101	8503
Community Recreation Supervisor I	520015	12	4325	4539	4760	4994	5236
Community Recreation Supervisor II	520016	12	4747	4979	5225	5483	5749
Contract Compliance Officer	150061	12	4419	4633	4859	5100	5345
Custodial Supervisor	810025	12	4325	4539	4760	4994	5236
Database Administrator	125045	12	5917	6203	6509	6827	7162
DBE/Small Business Coordinator	150070	12	5102	5349	5611	5886	6178
Emergency Services Communications Supervisor	410004	12	4657	4885	5122	5374	5637
Energy Efficiency Supervisor	230058	12	4979	5224	5479	5749	6031
Equipment Supervisor	720031	12	5654	5929	6220	6526	6848

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 25, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Fire Prevention Engineer	210055	12	6177	6480	6799	7132	7485
Fleet Administration Supervisor	720025	12	5483	5749	6031	6328	6639
Forestry Supervisor I	510030	12	4325	4539	4760	4994	5236
Forestry Supervisor II	510031	12	4747	4979	5225	5483	5749
Grant Writer	150105	12	4446	4669	4903	5148	5405
Historic Preservation Specialist	230066	12	5716	5999	6295	6601	6926
Housing Program Supervisor	230055	12	6069	6373	6691	7025	7378
Human Resources Analyst	150016	12	4568	4791	5024	5270	5529
Human Resources Records Supervisor	115050	12	4437	4654	4882	5119	5372
Information Services Supervisor	125032	12	6400	6715	7043	7390	7757
Landscape Maintenance Superintendent	510027	12	5940	6233	6538	6859	7196
Lead Risk Analyst	150008	12	5016	5266	5529	5806	6097
Management Analyst I	150020	12	3390	3555	3728	3909	4102
Management Analyst II	150021	12	4156	4360	4572	4796	5029
Parking Supervisor	720035	12	3189	3341	3502	3673	4017
Parks Supervisor I	510025	12	4325	4539	4760	4994	5236
Parks Supervisor II	510026	12	4747	4979	5225	5483	5749
Planner III	220007	12	5087	5337	5597	5873	6162
Principal Accountant	130014	12	5641	5918	6209	6514	6833
Procurement Supervisor	140004	12	5518	5794	6083	6388	6708
Professional Engineer	210100	12	6177	6480	6799	7132	7485
Project Manager	150065	12	5716	5999	6295	6601	6926
Records Supervisor	115045	12	4437	4654	4882	5119	5372
Recycling Coordinator	640001	12	4315	4525	4745	4976	5221
Revenue Supervisor	135025	12	4067	4265	4472	4687	4917
Risk Analyst	150010	12	4568	4791	5024	5270	5529
Sanitation Supervisor	640029	12	5246	5502	5773	6056	6353

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 25, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Senior Accountant-Auditor	130013	12	4682	4910	5152	5404	5667
Senior Building Inspector	230034	12	5195	5451	5718	6000	6296
Senior Database Administrator	125046	12	6522	6834	7162	7505	7879
Senior Electrical Safety Consultant	230024	12	5195	5451	5718	6000	6296
Senior Engineering Inspector	230077	12	5195	5451	5718	6000	6296
Senior Environmental & Safety Consultant	230005	12	5195	5451	5718	6000	6296
Senior Plumbing & Mechanical Consultant	230014	12	5195	5451	5718	6000	6296
Senior Real Estate Agent	170012	12	5559	5831	6117	6418	6733
Senior Retirement Counselor	135052	12	4525	4753	4990	5239	5502
Street Maintenance Superintendent	720004	12	6490	6814	7156	7515	7891
Street Maintenance Supervisor	720001	12	5989	6284	6593	6917	7257
Supervising Airports Building Maintenance Technician	310014	12	4325	4539	4760	4994	5236
Supervising Airports Operations Officer	310013	12	4419	4633	4859	5100	5345
Supervising Commercial Building Inspector	230036	12	5195	5451	5718	6000	6296
Supervising Engineering Technician	210008	12	5884	6177	6480	6799	7132
Supervising Fire Prevention Inspector	420005	12	5440	5706	5988	6282	6592
Supervising Planner	220008	12	5588	5861	6147	6449	6764
Supervising Plans Examiner	210044	12	5716	5999	6295	6601	6926
Supervising Professional Engineer	210110	12	7012	7357	7721	8101	8503
Supervising Real Estate Agent	170013	12	6105	6404	6719	7049	7396
Supervising Traffic Signal Operations Specialist	720050	12	6379	6691	7023	7368	7729
Survey Party Chief	210031	12	4671	4898	5138	5388	5655
Systems Security Administrator	125050	12	5366	5626	5904	6191	6495
Transit Supervisor I	320050	12	5216	5471	5735	6018	6312
Transit Supervisor II	320051	12	5654	5929	6220	6526	6848

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 25, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Treasury Officer	135015	12	5641	5918	6209	6514	6833
Wastewater Environmental Supervisor	620073	12	6101	6398	6714	7045	7390
Wastewater Operations Supervisor	620072	12	6101	6398	6714	7045	7390
Wastewater System Supervisor	620071	12	6101	6398	6714	7045	7390
Water Conservation Supervisor	610045	12	5809	6094	6393	6709	7037
Water System Supervisor	610055	12	6101	6398	6714	7045	7390

EXHIBIT I

Unit 13-2, Non-Exempt Professional Salaries Effective June 25, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Legal Secretary I	115015	12	3101	3250	3406	3570	3744
Legal Secretary II	115016	12	3427	3594	3765	3949	4140
Paralegal	160001	12	4500	4720	4949	5192	5447
Senior Human Resources Technician	150014	12	3326	3485	3652	3830	4016
Senior Paralegal	160002	12	4941	5188	5447	5720	6006
Supervising Crime Scene Technician	410013	12	4482	4701	4930	5172	5424

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 23, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Acoustical Program Coordinator	310100	12	5473	5742	6020	6319	6626
Airports Airside/Landside Superintendent	310018	12	6326	6636	6963	7304	7663
Airports Projects Supervisor	310016	12	6649	6975	7318	7677	8057
Airports Property Supervisor	175005	12	5757	6038	6331	6644	6964
Architect	210045	12	5846	6132	6433	6750	7081
Call Center Supervisor	115073	12	4253	4460	4676	4902	5141
Capital Development Specialist	310007	12	6035	6334	6647	6971	7313
Chief Engineering Inspector	230078	12	6320	6628	6955	7297	7654
Chief Engineering Technician	210009	12	7299	7657	8034	8431	8845
Chief of Facilities Maintenance	810037	12	6363	6677	7004	7349	7710
Chief of Wastewater Environmental Services	620075	12	6089	6389	6702	7031	7376
Chief of Wastewater Facilities Maintenance	620085	12	6363	6677	7004	7349	7710
Chief of Wastewater Treatment Operations	620080	12	6434	6755	7086	7434	7799
Chief of Water Operations	610070	12	6539	6859	7199	7553	7923
Chief Police Pilot	410031	12	7188	7541	7915	8304	8716
Chief Surveyor	210032	12	7332	7692	8074	8471	8891
Community Recreation Supervisor I	520015	12	4512	4735	4965	5209	5461
Community Recreation Supervisor II	520016	12	4866	5104	5356	5621	5893
Contract Compliance Officer	150061	12	5757	6038	6331	6644	6964
Custodial Supervisor	810025	12	5757	6038	6331	6644	6964
Database Administrator	125045	12	6187	6487	6806	7138	7489
DBE/Small Business Coordinator	150070	12	5335	5593	5868	6155	6460
Emergency Services Communications Supervisor	410004	12	5085	5334	5593	5868	6154
Energy Efficiency Supervisor	230058	12	5104	5355	5616	5893	6182
Equipment Supervisor	720031	12	6260	6565	6887	7226	7582

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 23, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Fire Prevention Engineer	210055	12	6332	6642	6969	7311	7673
Fleet Administration Supervisor	720025	12	5757	6038	6331	6644	6964
Forestry Supervisor I	510030	12	4657	4887	5124	5376	5637
Forestry Supervisor II	510031	12	4866	5104	5356	5621	5893
Grant Writer	150105	12	4580	4805	5039	5285	5542
Historic Preservation Specialist	230066	12	5859	6149	6453	6767	7100
Housing Program Supervisor	230055	12	6221	6533	6859	7201	7563
Human Resources Analyst	150016	12	4777	5010	5253	5511	5782
Human Resources Records Supervisor	115050	12	4639	4867	5106	5352	5618
Information Services Supervisor	125032	12	6692	7021	7365	7727	8111
Landscape Maintenance Superintendent	510027	12	7170	7524	7892	8280	8686
Lead Risk Analyst	150008	12	5245	5506	5782	6072	6375
Management Analyst I	150020	12	3475	3644	3822	4007	4205
Management Analyst II	150021	12	4580	4805	5039	5285	5542
Parking Supervisor	720035	12	3515	3682	3860	4048	4427
Parks Supervisor I	510025	12	4657	4887	5124	5376	5637
Parks Supervisor II	510026	12	5645	5921	6213	6521	6836
Planner III	220007	12	5320	5581	5852	6141	6444
Principal Accountant	130014	12	5928	6218	6525	6844	7180
Procurement Supervisor	140004	12	5656	5939	6236	6548	6876
Professional Engineer	210100	12	7299	7657	8034	8431	8845
Project Manager	150065	12	6035	6334	6647	6971	7313
Records Supervisor	115045	12	4639	4867	5106	5352	5618
Recycling Coordinator	640001	12	4804	5038	5283	5540	5813
Revenue Supervisor	135025	12	4253	4460	4676	4902	5141
Risk Analyst	150010	12	4777	5010	5253	5511	5782
Sanitation Supervisor	640029	12	5757	6038	6331	6644	6964

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 23, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Senior Accountant-Auditor	130013	12	4960	5201	5457	5724	6002
Senior Building Inspector	230034	12	5912	6204	6507	6828	7166
Senior Database Administrator	125046	12	6686	7005	7342	7693	8076
Senior Electrical Safety Consultant	230024	12	5325	5588	5861	6150	6454
Senior Engineering Inspector	230077	12	5738	6022	6316	6627	6955
Senior Environmental & Safety Consultant	230005	12	5432	5700	5979	6273	6584
Senior Plumbing & Mechanical Consultant	230014	12	5912	6204	6507	6828	7166
Senior Real Estate Agent	170012	12	5757	6038	6331	6644	6964
Senior Retirement Counselor	135052	12	4732	4970	5218	5478	5753
Street Maintenance Superintendent	720004	12	6986	7335	7702	8089	8494
Street Maintenance Supervisor	720001	12	6326	6636	6963	7304	7663
Supervising Airports Building Maintenance Technician	310014	12	5757	6038	6331	6644	6964
Supervising Airports Operations Officer	310013	12	5757	6038	6331	6644	6964
Supervising Commercial Building Inspector	230036	12	5912	6204	6507	6828	7166
Supervising Engineering Technician	210008	12	6153	6459	6775	7109	7458
Supervising Fire Prevention Inspector	420005	12	5897	6186	6491	6811	7146
Supervising Planner	220008	12	5883	6171	6472	6790	7122
Supervising Plans Examiner	210044	12	6826	7164	7518	7884	8272
Supervising Professional Engineer	210110	12	8390	8802	9238	9692	1017 3
Supervising Real Estate Agent	170013	12	6326	6636	6963	7304	7663
Supervising Traffic Signal Operations Specialist	720050	12	6558	6879	7220	7575	7946
Survey Party Chief	210031	12	5124	5373	5636	5910	6203
Systems Security Administrator	125050	12	5612	5883	6174	6473	6792
Transit Supervisor I	320050	12	5561	5833	6115	6416	6729
Transit Supervisor II	320051	12	6217	6519	6839	7176	7529

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 23, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Treasury Officer	135015	12	5928	6218	6525	6844	7180
Wastewater Environmental Supervisor	620073	12	6739	7067	7416	7782	8163
Wastewater Operations Supervisor	620072	12	6739	7067	7416	7782	8163
Wastewater System Supervisor	620071	12	6739	7067	7416	7782	8163
Water Conservation Supervisor	610045	12	5955	6247	6553	6877	7213
Water System Supervisor	610055	12	6739	7067	7416	7782	8163

EXHIBIT II

Unit 13-2, Non-Exempt Professional Salaries Effective July 23, 2018							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Legal Secretary I	115015	12	3179	3332	3492	3660	3838
Legal Secretary II	115016	12	3584	3758	3938	4129	4329
Paralegal	160001	12	4706	4935	5175	5429	5696
Senior Human Resources Technician	150014	12	3479	3645	3819	4005	4200
Senior Paralegal	160002	12	5167	5425	5696	5981	6281
Supervising Crime Scene Technician	410013	12	4883	5121	5370	5634	5908

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 22, 2019							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Acoustical Program Coordinator	310100e	12	5610	5886	6171	6477	6792
Airports Airside/Landside Superintendent	310018e	12	6485	6802	7138	7487	7855
Airports Projects Supervisor	310016e	12	6816	7150	7501	7869	8259
Airports Property Supervisor	175005e	12	5901	6189	6490	6811	7139
Architect	210045e	12	5993	6286	6594	6919	7259
Call Center Supervisor	115073e	12	4360	4572	4793	5025	5270
Capital Development Specialist	310007e	12	6186	6493	6814	7146	7496
Chief Engineering Inspector	230078e	12	6478	6794	7129	7480	7846
Chief Engineering Technician	210009e	12	7482	7849	8235	8642	9067
Chief of Facilities Maintenance	810037e	12	6523	6844	7180	7533	7903
Chief of Wastewater Environmental Services	620075e	12	6242	6549	6870	7207	7561
Chief of Wastewater Facilities Maintenance	620085e	12	6523	6844	7180	7533	7903
Chief of Wastewater Treatment Operations	620080e	12	6595	6924	7264	7620	7994
Chief of Water Operations	610070e	12	6703	7031	7379	7742	8122
Chief Police Pilot	410031e	12	7368	7730	8113	8512	8934
Chief Surveyor	210032e	12	7516	7885	8276	8683	9114
Community Recreation Supervisor I	520015e	12	4625	4854	5090	5340	5598
Community Recreation Supervisor II	520016e	12	4988	5232	5490	5762	6041
Contract Compliance Officer	150061e	12	5901	6189	6490	6811	7139
Custodial Supervisor	810025e	12	5901	6189	6490	6811	7139
Database Administrator	125045e	12	6342	6650	6977	7317	7677
DBE/Small Business Coordinator	150070e	12	5469	5733	6015	6309	6622
Emergency Services Communications Supervisor	410004e	12	5213	5468	5733	6015	6308
Energy Efficiency Supervisor	230058e	12	5232	5489	5757	6041	6337
Equipment Supervisor	720031e	12	6417	6730	7060	7407	7772

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 22, 2019							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Fire Prevention Engineer	210055	12	6491	6809	7144	7494	7865
Fleet Administration Supervisor	720025	12	5901	6189	6490	6811	7139
Forestry Supervisor I	510030	12	4774	5010	5253	5511	5778
Forestry Supervisor II	510031	12	4988	5232	5490	5762	6041
Grant Writer	150105	12	4695	4926	5165	5418	5681
Historic Preservation Specialist	230066	12	6006	6303	6615	6937	7278
Housing Program Supervisor	230055	12	6377	6697	7031	7382	7753
Human Resources Analyst	150016	12	4897	5136	5385	5649	5927
Human Resources Records Supervisor	115050	12	4755	4989	5234	5486	5759
Information Services Supervisor	125032	12	6860	7197	7550	7921	8314
Landscape Maintenance Superintendent	510027	12	7350	7713	8090	8487	8904
Lead Risk Analyst	150008	12	5377	5644	5927	6224	6535
Management Analyst I	150020	12	3562	3736	3918	4108	4311
Management Analyst II	150021	12	4695	4926	5165	5418	5681
Parking Supervisor	720035	12	3603	3775	3957	4150	4538
Parks Supervisor I	510025	12	4774	5010	5253	5511	5778
Parks Supervisor II	510026	12	5787	6070	6369	6685	7007
Planner III	220007	12	5453	5721	5999	6295	6606
Principal Accountant	130014	12	6077	6374	6689	7016	7360
Procurement Supervisor	140004	12	5798	6088	6392	6712	7048
Professional Engineer	210100	12	7482	7849	8235	8642	9067
Project Manager	150065	12	6186	6493	6814	7146	7496
Records Supervisor	115045	12	4755	4989	5234	5486	5759
Recycling Coordinator	640001	12	4925	5164	5416	5679	5959
Revenue Supervisor	135025	12	4360	4572	4793	5025	5270
Risk Analyst	150010	12	4897	5136	5385	5649	5927
Sanitation Supervisor	640029	12	5901	6189	6490	6811	7139

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 22, 2019							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Senior Accountant-Auditor	130013	12	5084	5332	5594	5868	6153
Senior Building Inspector	230034	12	6060	6360	6670	6999	7346
Senior Database Administrator	125046	12	6854	7181	7526	7886	8278
Senior Electrical Safety Consultant	230024	12	5459	5728	6008	6304	6616
Senior Engineering Inspector	230077	12	5882	6173	6474	6793	7129
Senior Environmental & Safety Consultant	230005	12	5568	5843	6129	6430	6749
Senior Plumbing & Mechanical Consultant	230014	12	6060	6360	6670	6999	7346
Senior Real Estate Agent	170012	12	5901	6189	6490	6811	7139
Senior Retirement Counselor	135052	12	4851	5095	5349	5615	5897
Street Maintenance Superintendent	720004	12	7161	7519	7895	8292	8707
Street Maintenance Supervisor	720001	12	6485	6802	7138	7487	7855
Supervising Airports Building Maintenance Technician	310014	12	5901	6189	6490	6811	7139
Supervising Airports Operations Officer	310013	12	5901	6189	6490	6811	7139
Supervising Commercial Building Inspector	230036	12	6060	6360	6670	6999	7346
Supervising Engineering Technician	210008	12	6307	6621	6945	7287	7645
Supervising Fire Prevention Inspector	420005	12	6045	6341	6654	6982	7325
Supervising Planner	220008	12	6031	6326	6634	6960	7301
Supervising Plans Examiner	210044	12	6997	7344	7706	8082	8479
Supervising Professional Engineer	210110	12	8600	9023	9469	9935	10428
Supervising Real Estate Agent	170013	12	6485	6802	7138	7487	7855
Supervising Traffic Signal Operations Specialist	720050	12	6722	7051	7401	7765	8145
Survey Party Chief	210031	12	5253	5508	5777	6058	6359
Systems Security Administrator	125050	12	5753	6031	6329	6635	6962
Transit Supervisor I	320050	12	5701	5979	6268	6577	6898
Transit Supervisor II	320051	12	6373	6682	7010	7356	7718

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective July 22, 2019							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Treasury Officer	135015	12	6077	6374	6689	7016	7360
Wastewater Environmental Supervisor	620073	12	6908	7244	7602	7977	8368
Wastewater Operations Supervisor	620072	12	6908	7244	7602	7977	8368
Wastewater System Supervisor	620071	12	6908	7244	7602	7977	8368
Water Conservation Supervisor	610045	12	6104	6404	6717	7049	7394
Water System Supervisor	610055	12	6908	7244	7602	7977	8368

EXHIBIT III

Unit 13-2, Non-Exempt Professional Salaries Effective July 22, 2019							
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Legal Secretary I	115015	12	3259	3416	3580	3752	3934
Legal Secretary II	115016	12	3674	3852	4037	4233	4438
Paralegal	160001	12	4824	5059	5305	5565	5839
Senior Human Resources Technician	150014	12	3566	3737	3915	4106	4305
Senior Paralegal	160002	12	5297	5561	5839	6131	6439
Supervising Crime Scene Technician	410013	12	5006	5250	5505	5775	6056

EXHIBIT IV
CFPEA CLASS AND COMP
FISCAL YEAR 2019 EQUITY INCREASES
EFFECTIVE JULY 23, 2018

# of PCNs	Job Title	Current E Step	Equity % Increase
0	Acoustical Program Coordinator	6368.00	0.00%
2	Airports Airside/Landside Superintendent	6575.00	11.99%
1	Airports Projects Supervisor	7374.00	5.00%
2	Airports Property Supervisor	6441.00	3.90%
2	Architect	6671.00	2.00%
1	Call Center Supervisor	4844.00	2.00%
7	Capital Development Specialist	6823.00	3.00%
1	Chief Engineering Inspector	6811.00	8.00%
1	Chief Engineering Technician	7981.00	6.51%
1	Chief of Facilities Maintenance	7409.00	0.00%
0	Chief of Wastewater Environmental Services	7089.00	0.00%
0	Chief of Wastewater Facilities Maintenance	7409.00	0.00%
0	Chief of Wastewater Treatment Operations	7495.00	0.00%
2	Chief of Water Operations	7614.00	0.00%
1	Chief Police Pilot	8377.00	0.00%
2	Chief Surveyor	8377.00	2.00%
8	Community Recreation Supervisor I	5158.00	1.75%
0	Community Recreation Supervisor II	5664.00	0.00%
1	Contract Compliance Officer	5266.00	27.08%
2	Custodial Supervisor	5158.00	29.75%
3	Database Administrator	7056.00	2.00%
1	DBE/Small Business Coordinator	6086.00	2.00%
6	Emergency Svcs Comm Supervisor	5553.00	6.50%
0	Energy Efficiency Supervisor	5941.00	0.00%
14	Equipment Supervisor	6746.00	8.00%
2	Fire Prevention Engineer	7374.00	0.00%
1	Fleet Administration Supv	6540.00	2.33%
1	Forestry Supervisor I	5158.00	5.02%
0	Forestry Supervisor II	5664.00	0.00%
0	Grant Writer	5325.00	0.01%
1	Historic Preservation Spec	5631.00	0.00%
5	Housing Program Supervisor	7268.00	0.00%
4	Human Resources Analyst	5447.00	2.00%
1	Human Resources Records Sup	5292.00	2.00%
5	Information Services Sup	7642.00	2.00%
1	Landscape Maint Superintendent	7089.00	17.75%
1	Lead Risk Analyst	6006.00	2.00%
0	Legal Secretary I	3744.00	0.00%
10	Legal Secretary II	4140.00	2.00%
0	Management Analyst I	4041.00	0.00%
25	Management Analyst II	4954.00	7.50%
4	Paralegal	5447.00	2.00%
2	Parking Supervisor	3957.00	7.50%
8	Parks Supervisor I	5158.00	5.02%
5	Parks Supervisor II	5664.00	16.00%

EXHIBIT VI
CFPEA CLASS AND COMP
FISCAL YEAR 2019 EQUITY INCREASES
EFFECTIVE JULY 23, 2018

# of PCNs	Job Title	Current E Step	Equity % Increase
7	Planner III	6070.00	2.00%
2	Principal Accountant	6732.00	2.50%
1	Procurement Supervisor	6608.00	0.00%
18	Professional Engineer	7374.00	15.27%
10	Project Manager	6823.00	3.00%
4	Records Supervisor	5292.00	2.00%
1	Recycling Coordinator	5143.00	8.60%
5	Revenue Supervisor	4844.00	2.00%
4	Risk Analyst	5447.00	2.00%
10	Sanitation Supervisor	6259.00	6.92%
10	Senior Accountant-Auditor	5583.00	3.32%
1	Senior Building Inspector	6202.00	11.02%
0	Senior Database Administrator	7762.00	0.00%
0	Senior Electrical Safety Consultant	6202.00	0.00%
6	Senior Engineering Inspector	6202.00	7.75%
1	Senior Environ/Safety Consultant	6202.00	2.00%
7	Senior Human Resources Technician	4016.00	2.00%
2	Senior Paralegal	6006.00	2.00%
1	Senior Plumb/Mech Consultant	6202.00	11.02%
2	Senior Real Estate Agent	6633.00	0.89%
1	Senior Retirement Counselor	5420.00	2.00%
1	Street Maintenance Superintendent	7774.00	5.00%
8	Street Maintenance Supervisor	7149.00	3.00%
1	Supervising Air Bldg Maint Tec	5158.00	29.75%
1	Supervising Airports Operations Officer	5266.00	27.08%
1	Supervising Commercial Building Inspector	6202.00	11.02%
3	Supervising Crime Scene Technician	5424.00	6.25%
16	Supervising Engineering Tech	7026.00	2.00%
2	Supervising Fire Prevention Inspector	6494.00	5.75%
3	Supervising Planner	6664.00	2.70%
2	Supervising Plans Examiner	6823.00	16.50%
3	Supervising Professional Engineer	8377.00	16.71%
1	Supervising Real Estate Agent	7286.00	1.05%
1	Supervising Traffic Signal Ops Spec	7614.00	0.29%
3	Survey Party Chief	5571.00	7.00%
1	Systems Security Administrator	6399.00	2.00%
21	Transit Supervisor I	6218.00	4.00%
3	Transit Supervisor II	6746.00	7.25%
1	Treasury Officer	6732.00	2.50%
2	Wastewater Environ Supervisor	7280.00	7.75%
6	Wastewater Operations Supervisor	7280.00	7.75%
5	Wastewater System Supervisor	7280.00	7.75%
1	Water Conservation Supervisor	6933.00	0.00%
9	Water System Supervisor	7280.00	7.75%

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
Customer Satisfaction: Works well with the public; establishes an effective working relationship with representatives of other agencies and organizations.				
Employee Satisfaction: Works well with subordinates, peers and supervisors. Promotes employee satisfaction in the work unit and division.				
Financial Management: 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
Job Knowledge, Skills & Proficiency – Demonstrates an understanding of the scope of assigned duties and the ability to perform those duties as directed.					
Quality & Accuracy of Work – Demonstrates comprehensiveness, thoroughness, and accuracy in work performed.					
Decision Making – Demonstrates the ability to analyze situations & determine effective solutions.					
Acceptance of Responsibility – Demonstrates willingness to perform job tasks independent of supervision.					

Productivity – Demonstrates productive use of time, promptness in completing assignments and daily planning to achieve required results.					
Attendance – Employees attendance record is within acceptable guidelines.					
Compliance with Regulations – 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.

Criteria	N/A	1	2	3	4
Safety – 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.

Criteria	N/A	1	2	3	4
Responsiveness – 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.

Criteria	N/A	1	2	3	4
Initiative – 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.					
Problem Solving – 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.

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

	1	2	3	4
Overall Rating.				

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:

<u>PERFORMANCE EVALUATION RATINGS</u>	
UNSATISFACTORY:	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.
SATISFACTORY:	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.
SUPERIOR:	Usually exceeds job standards in fulfilling performance requirements with average performance.
OUTSTANDING:	Consistently exceeds job standards and often demonstrates excellence in fulfilling performance requirements.

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

Original Signed

Original Signed

June 29, 2015

June 29, 2015

Date

Date

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY:



Supervising Deputy City Attorney