

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)**

December 6, 2021 – December 31, 2023

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<u>LEGEND</u>	
***	= 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, * * ***Exempt Supervisory and Professional** Unit and * * ***Non-Exempt Professional** Unit, hereinafter referred to collectively as the Association, CFPEA, or as Unit has as its purpose the establishment of wages, hours, and other terms and conditions of employment, and to promote collaboration in the resolution of issues affecting all parties. The parties have met and conferred in good faith and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Chapter 3, and Sections 3-101, 3-201, 3-202, 3-501 and 3-603 of the Fresno Municipal Code (FMC) shall govern the construction, meaning, and application of words and phrases herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

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

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

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

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

B. NONDISCRIMINATION

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

C. EMPLOYEE RESPONSIBILITIES

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

D. PERSONNEL FILES

1. The 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 * * ***Exempt Supervisory and Professional Unit** and * * ***Non-Exempt Professional 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 * * ***their** line of supervision.
2. This Section does not apply to the normal ongoing employment relationship or supervisor/subordinate relationship between the City and its employees, when such matters include, but are not limited to, work direction, scheduling, and non-disciplinary counseling or performance evaluations.
3. The Association agrees to represent employees in these Units in a manner consistent with the requirements of the Meyers-Milias-Brown Act and applicable state and federal regulations.

4. Executive Board Member Release Time: Association Executive Board Members will be allowed time off to attend to Association business. At least * * * **two (2)** calendar days advance notice shall be provided by the Association President to the Labor Relations Manager so that release time may be arranged with the affected department, **exceptions may be made on a case-by-case basis upon mutual agreement of the parties**. Executive Board members may take up to twenty-four (24) hours annually. The President may take up to forty (40) hours annually. Such time may be charged to the employee's **Annual Leave, Holiday leave,** or * * * **Management Leave banks**.
5. Grievance/Disciplinary Action Release Time: The Association President will designate Executive Board Members to investigate grievances or disciplinary actions and/or to observe working conditions stemming from grievances. The Association agrees to provide a minimum of seventy-two (72) hours advance notice of the request for Grievance/Discipline Release Time. The Association President shall provide such notice to the 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 * * * **their** shift changed without advanced notice. Occasional use of e-mail to communicate on issues of mutual labor-management interest, such as the scheduling of negotiations meetings, shall be permitted.

B. ASSOCIATION OFFICERS AND DIRECTORS

1. A written list of the Officers of the Association and the Association Directors, with the specific areas they represent, shall be furnished to the City immediately after their designation and the Association shall notify the City promptly in writing of any changes of such Association Officers or Directors.
2. The Personnel Services Department shall provide the Association the names of all new members of this Unit within 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

[§ deleted]

1. The City shall deduct the dues or benefit premiums, or both, **following receipt of notice from the Association that * * * authorization has been provided to the by Association by members in these Units. The City shall stop dues deductions or benefit premium deductions, or both, upon receipt of notice from the Association that authorization has been provided to the Association by members in these Units. Should there be a dispute regarding the deduction of dues, the Association shall provide the City with a copy of the authorization(s) signed by the employee.**

[§§ deleted]

2. Dues deductions will be terminated when an employee leaves the bargaining unit.
3. **The Association, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866, shall hold harmless the City of Fresno, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions.**

B. EXCEPTION TO THE DUES DEDUCTION AUTHORIZATION * * *

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

C. DUES DEDUCTION

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

ARTICLE VIII

COMPENSATION AND BENEFITS

A. SALARIES

1. **In the regular paycheck on December 24, 2021, active employees in a permanent position on December 6, 2021, shall receive a one-time lump sum payment equivalent to three percent (3%) of actual base wages earned while the employee was in a permanent position in this Unit from June 22, 2020 through June 20, 2021. For purposes of this section, actual base wages earned will include the hours an employee was absent without pay due to a statutorily protected leave such as, but not limited to, leaves taken under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), and Military Leave, but shall not include hours an employee was absent due to unprotected leave without pay status (e.g., on disciplinary suspension, etc.). The employee shall bear responsibility for any and all individual income tax consequences resulting from this lump sum payment. The lump sum payment shall be compensable for retirement purposes.**

2. **Retroactively effective June 21, 2021, the base rate of pay for all employees in this unit * * * shall be increased by * * * three percent (* * * 3%) * * * as reflected in Exhibit I, attached hereto and incorporated by this reference. * * * Employees will receive payment for retroactive wages earned from June 21, 2021 through December 5, 2021 in their regular paycheck on February 4, 2022.**

3. **Effective June 20, 2022, the base rate of pay for all employees in this unit shall be increased by three percent (3%) as reflected in Exhibit II, attached hereto and incorporated by this reference.**

4. **Effective June 19, 2023, the base rate of pay for all employees in this unit shall be increased by three percent (3%) as reflected in Exhibit II, attached hereto and incorporated by this reference.**

5. 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.

[§§ 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.
 - c. Bilingual certification examinations are conducted for languages as specified in the Salary Resolution.
 - d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay may not refuse to translate while on the job.
 - e. Employees who are bilingual but who have chosen to not receive bilingual premium pay shall not be required to translate on the job except in an emergency.
 - f. **Effective December 6, 2021**, the bilingual premium pay rate for classified employees in these Units will be * * ***one hundred** dollars (\$* * ***100**) per month regardless of how many languages for which an employee is certified.
3. Certificate/License/Registration Premium Pay - It is expressly understood that positions and assignments eligible for certificate, license, or registration premium pay will be determined solely at the discretion of management. If any of the certificates, licenses and/or registrations detailed in 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.

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

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

- a. As determined solely by the department director with City Manager approval, a Professional Engineer may receive premium pay up to ten percent (10%) above the Professional Engineer's base rate of pay when the Professional Engineer's assignment requires specialized expertise, supervision of other professional engineers, or other job-related criteria as determined by management. Eligibility for such premium pay will not continue beyond twelve (12) months without review, an EAF, and City Manager approval.
- b. As determined solely by the department director with City Manager approval, a Supervising Professional Engineer may receive premium pay up to ten percent (10%) above the Supervising Professional Engineer's base rate of pay when the Supervising Professional Engineer's assignment requires specialized expertise, supervision of other Supervising Professional Engineers, or other job-related criteria as determined by management. Eligibility for such premium pay will not continue beyond twelve (12) months without review, an EAF, and City Manager approval.
- c. It is expressly understood that reduction in force and lay off processes are governed by the FMC; however, in addition to the Code, a senior employee occupying the class of Professional Engineer/Supervising Professional Engineer affected by a reduction in force will not bump a more junior employee occupying the same class if the position occupied by the junior employee requires specialized certification/licensure/training not possessed by the more senior employee.

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

Eight-Hour Shifts - In the event the department changes from 10-hour to 8-hour shifts, employees occupying the class of Emergency Services 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: $260 \div 8$ full shift hours) amount of shift worked = \$ 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: $(\$250 \div 8$ full shift hours) amount of shift worked = \$ amount to be applied to partial shifts worked).

D. PARALEGAL CERTIFICATION REIMBURSEMENT

Effective December 6, 2021, employees in the classes of Paralegal, Senior Paralegal, and Supervising Paralegal may request and be reimbursed up to \$500 during a period of two fiscal years for actual out-of-pocket expenses associated with continuing education required for maintaining a paralegal certification as approved by the City Attorney or designee, including course registration fees and the cost of required materials. Employees requesting reimbursement for registration fees and cost of materials must complete a Travel and Expense Reimbursement form provided by the Finance Department, obtain signature of the City Attorney or designee, and attach proof of attendance and costs incurred for such course(s) within ten (10) calendar days after completion of the course(s).

E. LIFE INSURANCE AND DISABILITY COVERAGE

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

F. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the sole authority to determine the benefits that will be provided during the term of this MOU. The sole responsibility of the City under this clause is to provide a set 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.

G. LEAVES

1. Attendance Policy

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

2. Annual Leave

a. Annual Leave Accrual - 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. **Effective January 1, 2022 employees in these units who have been continuously employed by the City for less than ten years will accrue 15.5 hours for each completed calendar month of employment regardless of their hire date.**

(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. **Effective January 1, 2022, employees in these units who have been continuously employed by the City for ten years or more will accrue 18.83 hours for each completed calendar month of employment regardless of their hire date.**

(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 **their** 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 **their** unused **Annual Leave** balance at **their** applicable base rate of pay, or have the unused **Annual Leave** balance converted to a non-accruing **Annual Leave** balance of hours. The conversion is obtained by multiplying unused **Annual Leave** hours by the applicable Association class' base rate of pay (converted to an hourly figure), dividing the product by the applicable non-Association class' base rate of pay (converted to an hourly figure), and placing the resulting balance for leave usage as requested and designated by the employee. (Conversion example: 100 [unused **Annual Leave** hours] \times $\$15.00$ [CFPEA class monthly base rate converted to hourly] = $\$1,500.00$ [product] \div $\$20.00$ [non-CFPEA class monthly base rate converted to hourly] = 75 [converted hours to be placed in non-accruing **Annual Leave** balance account].) Upon separation from City service, the employee who transferred to a position outside the Association will be compensated for all unused **Annual Leave** hours at **their** applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes.
- (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 and available in six months 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).

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. **On January 1, 2022, all active employees in 13-2, the Non-Exempt Professional Unit, shall receive a one-time credit of thirty-two (32) hours of Supplemental Sick Leave, notwithstanding the accrual limit of eighty (80) hours.** Employees may utilize the hours as follows:

- a. Once * * ***Sick Leave** and* * ***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.
- e. **Notwithstanding the above, employees shall have the option of utilizing available Supplemental Sick Leave before using any other Sick Leave or Annual Leave for any of the following circumstances:**
 - (1) **They are subject to a federal, state, or local quarantine or isolation order;**
 - (2) **They are unable to telework, are only able to telework for a portion of their schedule, or are prohibited from working due to a federal, state, or local quarantine or isolation order.**

4. Holiday Leave

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

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

January 1
 The third Monday in January
 The third Monday in February
 The last Monday in May
 July 4
 The first Monday in September
 November 11
 Thanksgiving Day in November
 The Friday after Thanksgiving Day in November
 December 25
 Employee's Birthday
 * * * **Two** Personal Business Days (8 hours credited to * * *
Holiday * * * Leave balance on July 1 **and on January 1 of**
each year)
 Any day or part of a day declared by the Council, by
 Ordinance or Resolution, to be a holiday.

If January 1, July 4, November 11, or December 25 falls 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 * * *** in the pay period * * * **in which the holiday occurs.**
- c. When a holiday falls on a Saturday, or on an employee's regularly scheduled day off, an employee shall be credited with eight (8) hours of * * * **Holiday * * * Leave * * *** in the * * * **pay period in which the holiday occurs.**
- d. If an employee is required to and does work on the employee's birthday, or the employee's birthday falls on a holiday or any regularly scheduled day off, the employee shall be credited with eight (8) hours of * * * **Holiday * * * Leave * * *** in the pay period * * * **in which the holiday occurs.**
- 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.
- g. **In addition to any other Holiday Leave which may be accrued under this subsection, permanent employees in the class of Emergency Services Communications Supervisor shall accrue 1.33 hours of holiday leave per month.**

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.

[§ deleted]

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

6. Management Time Off (formerly “Administrative Time Off”)

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

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

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

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

The Employee Incentive Time Off Program will be discontinued effective January 17, 2022.

[§deleted]

Employees * * * may use ~~the time~~ **Employee Incentive Time Off** * * * upon approval of the employee's immediate supervisor. * * * Employees may voluntarily cash out the entire balance or any portion of their Employee Incentive Time Off at any time. **Any balances remaining as of December 9, 2022 will be cashed out.**

[§§ deleted]

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

1. INTEGRATION WITH STATE DISABILITY INSURANCE (INCLUDING PAID FAMILY LEAVE) ("SDI/PFL")

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

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

Before leave integration will occur, an employee must file a claim as required under SDI/PFL and make a timely election to integrate leave with SDI/PFL benefits which shall be no more than 100 percent of the employee's normal bi-weekly gross wages (excluding overtime pay) immediately prior to the start of the disability period.

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

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

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

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

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

An employee who is integrating leave and has exhausted all other leave balances may apply for donated time in accordance with City policies. Donated time will be integrated in the same manner as all other available leave time as described in this Section.

2. Integration with the City's Long Term Disability Plan

Employees eligible for the City's Long Term Disability Plan may elect to integrate leave time with those Plan benefits by signing an integration agreement as soon as practical, but no later than fourteen (14) calendar days after the Long Term Disability claim date. Notification shall be provided by completing an integration agreement form provided by the City indicating whether or not the employee desires to integrate leave with the claim. Extensions beyond fourteen (14) calendar days may be given due to exigent good cause circumstances on a case-by-case basis by the Director of Personnel Services or their designee.

Employees who elect to integrate as described above must provide Payroll with a copy of the City's Long Term Disability Plan's Notice of Award within fourteen (14) calendar days of the issue date of the Notice.

Extension beyond fourteen (14) calendar days due to exigent good cause circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis

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

I. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding HRAs. The City agrees to maintain the HRA such that it will continue to qualify as a "health reimbursement arrangement" for the term of the MOU.

At separation from permanent employment with the City of Fresno by service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours or less of **Frozen Sick Leave** and/or **Annual Leave** used for sick time (excluding only hours used for Workers' Compensation benefits and any protected leave in accordance with federal and state law) in the 24 months preceding their date of retirement, will be credited with an account for the employee under the HRA to be used * * * to pay premiums for medical insurance (including COBRA premiums) **and qualified medical expenses pursuant to the City of Fresno Retiree HRA Plan Document.** The "value" of the account shall be determined as follows:

- The number of accumulated supplemental **Sick Leave** hours at the time of retirement multiplied by the employee's then current hourly base rate of pay.
- The number of accumulated **Frozen Sick Leave** hours in excess of 240 hours at the time of retirement multiplied by * * * **80%** of the employee's then current hourly base rate of pay.
- 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 **pursuant to the City of Fresno Retiree HRA Plan Document** * * *. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the

participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

While this provision is in effect, eligible employees shall not be allowed to cash out any accumulated or accrued **Supplemental Sick Leave** or **Frozen Sick Leave** at retirement

J. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee in this Unit who suffered or suffers an injury or illness in the course and scope of City employment shall receive 66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury. Employees on "light duty" as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of light duty.

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

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

- a. Compensation for a work related injury or illness shall begin following the first three days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of the work related injury or illness only if:
 - (1) the employee is hospitalized as an inpatient on the first day for at least twenty-four (24) hours; or
 - (2) the employee is absent from work fourteen (14) calendar days or more;
 - (3) the employee is placed on light duty at any time during the first three (3) days.
2. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count towards the three (3) day exclusion period; however, this time shall be recorded as a work related injury/illness absence.
3. At the employee's option, in the event of a work related injury/illness pay from the City is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may take annual leave,

holiday or administrative leave for that period.

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

K. COURT TIME

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

L. COURT APPEARANCES

As authorized by the provisions of Fresno Municipal Code Section 3-117(d), the following rules shall apply to court appearances by Supervising Crime Scene Technicians. Supervising Crime Scene Technicians qualify either under Subsection 1 below or under Subsection 2 below, but not both subsections.

1. **If a Supervising Crime Scene Technician receives a departmental notice or subpoena requiring a court appearance on the Supervising Crime Scene Technician's regularly scheduled day off, on a vacation day off, which has been approved by the department prior to notice and/or the Supervising Crime Scene Technician's receipt of a departmental notice or subpoena, and the Supervising Crime Scene Technician has not been released by the Court Liaison Office (CLO)**

by 0900 hours on the day of the court appearance from such departmental notice or subpoena by an electronic notification system, the Supervising Crime Scene Technician shall be considered to be on court appearance standby duty, and has the option of compensation under either Subsection (a) or (b) below. Compensation for Supervising Crime Scene Technicians on “automatic go” appearance shall occur solely under Subsection (c) below.

- (a) Premium pay for court appearance standby duty, as described above, shall be one hour at one and one-half (1 ½) times the Supervising Crime Scene Technician’s base rate of pay. Time spent on court appearance standby duty (i.e., at home) shall not be considered hours worked.

In the event a Supervising Crime Scene Technician, who is on court appearance standby duty at home, appears in court, the Supervising Crime Scene Technician shall also be compensated for

a minimum of two (2) hours at one and one-half times (1 ½) the Supervising Crime Scene Technician’s base rate of pay, or at one and one-half times (1 ½) the Supervising Crime Scene Technician’s base rate of pay for the actual time of the appearance, whichever is greater. This compensable time starts from the time the Supervising Crime Scene Technician reports to court at the directed appearance time through completion of the appearance.

- (b) Report to and standby at the CLO, and be compensated for a minimum of two (2) hours at one and one-half times (1 ½) times the Supervising Crime Scene Technician’s base rate of pay. If the Supervising Crime Scene Technician is not required to appear in court, the department may require the Supervising Crime Scene Technician to perform assigned duties during this two (2) hour minimum period. Supervising Crime Scene Technicians shall be released from CLO standby duty when the subpoena or notice is cancelled, or they are released by the court.

If a Supervising Crime Scene Technician’s CLO standby duty extends beyond the two (2) hour minimum, or the Supervising Crime Scene Technician appears in court beyond the two (2) hour minimum, the Supervising Crime Scene Technician shall be compensated at one and one-half times (1 ½) the Supervising Crime Scene Technician’s base rate of pay for the actual time beyond the two (2) hour minimum.

- (c) Supervising Crime Scene Technicians on “automatic go” court appearance shall be compensated for a minimum of two (2) hours at one and one-half times (1 ½) the Crime Scene

Technician's base rate of pay, or at one and one-half times (1 ½) the Supervising Crime Scene Technician's base rate of pay for the actual time of the mandatory appearance, whichever is greater. This compensable time starts from the time the Supervising Crime Scene Technician reports to court at the directed "automatic go" appearance time through completion of the appearance.

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

M. WORK SCHEDULES

1. The City may, with seventy-two (72) hours notice to the employee, temporarily modify the working hours of shift employees in 24-hour operations. This provision is not intended to address working hours modified as a result of daylight savings time, permanent shift changes, or emergencies, as determined by the City. This temporary modification shall not exceed one month, unless mutually agreed by the parties.
2. The City and members of the Association may mutually agree to flexible work schedules for individual employees. Both the City and the member retain the right to withdraw the mutual agreement and return to the regular schedule established by the employee's division.
3. Employees in 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.

N. ALTERNATIVE WORKWEEK WORK SCHEDULES

1. Department directors or designees shall be solely responsible for determining and designating divisions/units/sections/specific job classes within their respective departments that may implement variations to the standard/normal workweek work schedule. A minimum of 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 **non-exempt classifications in this Unit as designated in the Salary Resolution and pursuant to the Fair Labor Standards Act* * ***.

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 *** holidays of eight hours **which are listed in Article VIII Section G.4*****. Employees off on a holiday which falls on a regular workday shall receive eight (8) hours base pay for the holiday, and may elect to take one (1) hour **Annual Leave, *** Management Leave, *** or Holiday Leave** to provide for a full nine (9) hour day or two (2) hours **Annual Leave, *** Management Leave, *** or Holiday Leave** to provide for a full ten (10) hours pay*****Employees in non-exempt classifications** 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.

O. USE OF PERSONAL VEHICLES

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

P. GUARANTEED LEAVE

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

1. No more than 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.

Q. 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.

R. 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.

S. 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.

Probationary Period – The probationary period for Permanent Part-Time employees shall be 2,080 hours of non-overtime work performed, according to th

1. Workers' Compensation – Workers' Compensation Benefits for Permanent Part-Time employees shall be those minimums established by Workers' e class to which the employee is appointed.
2. Compensation regulations.
3. 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.

T. UNIFORMS, **SAFETY SHOES**

1. Should the City wish to change any practice on the provision of uniforms to employees, the City will provide notice of the proposed change and CFPEA agrees to meet and confer on such change. The parties agree uniforms will be administered under **Administrative Order 3-6** unless the parties agree to an alternative.
2. **Supervising Crime Scene Technicians assigned to the Fresno Police Department shall receive nineteen dollars and twenty-three cents (\$19.23) per pay period for the purpose of assisting in the purchase and maintenance of uniforms.**
3. **Employees who are in the classifications of Fire Prevention Engineer and Supervising Fire Prevention Inspector on July 1 who are required to purchase, maintain, and wear a duty uniform shall receive a uniform allowance of a flat \$790 per year via direct deposit with their regular paycheck on the first pay date following each July 1 for the maintenance and replacement of the required uniform. The uniform allowance received under this provision will be considered pensionable for retirement purposes**

4. Safety Shoes

Safety shoes for employees in Unit 13 shall be governed by the City of Fresno Illness and Injury Prevention Program (IIPP) and shall meet the CalOSHA General Industry Safety Order Foot Protection standards outlined in Title 8, Section 3385. The City will provide a voucher for employees in this Unit who are authorized or required to wear safety shoes for two hundred dollars (\$200) for the purchase of safety shoes, or the value of one pair of approved shoes, whichever is less. When department management determines that duties assigned to an employee require shoes which exceed the requirements of the CalOSHA General Industry Safety Orders, management may authorize a voucher of up to two hundred fifty dollars (\$250). In either event, the employee shall pay any cost in excess of the amount of the voucher.

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 * * ***December 6, 2021** to * * ***December 31, 2023**, 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 * * ***December 31, 2023**.

- 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 _____, 2021.

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

FOR THE CITY OF FRESNO:

THOMAS SHARPE, ESQ.
Chief Negotiator

TJ MILLER
Chief Negotiator

JESUS GONZALEZ
President, CFPEA, Inc.

STEPHANIE HERNANDEZ
Senior Human Resources/Risk Analyst

BRITTANIE FECHNER
CFPEA, Inc.

ANDREIA CUEVAS
Personnel Manager

CHERI KENNEDY
CFPEA, Inc.

JESSICA ORTIZ
Payroll Manager

PHILLIP WEATHERS
CFPEA, Inc.

FRANK D. VAWTER
Assistant Director of ISD

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 
Assistant City Attorney

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 21, 2021						
CLASS TITLE	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	6073	6372	6681	7012	7354
Airports Airside/Landside Superintendent	310018	6680	7007	7353	7712	8091
Airports Projects Supervisor	310016	7021	7365	7727	8106	8507
Airports Property Supervisor	175005	6079	6375	6685	7016	7354
Architect	210045	6420	6735	7064	7412	7777
Assistant Law Office Manager	115019	6941	7276	7636	8005	8399
Business Process & Systems Analyst	125044	6940	7276	7634	8007	8399
Call Center Supervisor	115073	5376	5638	5911	6196	6498
Capital Development Specialist	310007	6677	7009	7352	7714	8092
Central Print Supervisor	120007	5017	5265	5520	5791	6071
Chief Engineering Inspector	230078	6855	7189	7543	7915	8302
Chief Engineering Technician	210009	7707	8085	8483	8902	9340
Chief of Facilities Maintenance	810037	6719	7050	7396	7759	8141
Chief of Wastewater Environmental Services	620075	6430	6746	7077	7424	7788
Chief of Wastewater Facilities Maintenance	620085	6719	7050	7396	7759	8141
Chief of Wastewater Treatment Operations	620080	6793	7132	7482	7849	8234
Chief of Water Operations	610070	6905	7242	7601	7975	8366
Chief Police Pilot	410031	7590	7962	8357	8768	9203
Chief Surveyor	210032	8858	9294	9754	10234	10741
Community Services and Recreation Supervisor	520016	6090	6388	6702	7034	7373
Contract Compliance Officer	150061	6079	6375	6685	7016	7354
Custodial Supervisor	810025	6079	6375	6685	7016	7354
Database Administrator	125045	6940	7276	7634	8007	8399
DBE/Small Business Program Coordinator	150070	5996	6286	6595	6917	7260

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 21, 2021						
CLASS TITLE	JOB CODE	A	B	C	D	E
Emergency Services Communications Supervisor	410004	5370	5633	5905	6196	6498
Energy Efficiency Supervisor	230058	5389	5654	5930	6223	6528
Equipment Supervisor	720031	6610	6932	7272	7630	8006
Fire Prevention Engineer	210055	6820	7155	7506	7874	8264
Fleet Administration Supervisor	720025	6079	6375	6685	7016	7354
Forestry Supervisor I	510030	5017	5265	5520	5791	6071
Forestry Supervisor II	510031	5138	5389	5655	5935	6223
Grant Writer	150105	4836	5074	5320	5581	5852
Historic Preservation Specialist	230066	6373	6688	7019	7361	7721
Housing Program Supervisor	230055	6569	6898	7242	7604	7986
Human Resources Analyst	150016	5448	5714	5991	6285	6595
Human Resources Records Supervisor	115050	5366	5629	5907	6191	6498
Information Services Supervisor	125032	7632	8007	8399	8812	9249
Landscape Maintenance Superintendent	510027	7571	7945	8333	8742	9172
Lead Risk Analyst	150008	5983	6279	6595	6924	7270
Management Analyst I	150020	4056	4253	4460	4677	4907
Management Analyst II	150021	4982	5227	5480	5749	6028
Parking Supervisor	720035	5160	5406	5667	5943	6498
Parks Supervisor I	510025	5017	5265	5520	5791	6071
Parks Supervisor II	510026	6090	6388	6702	7034	7373
Police Support Services Supervisor	115047	5366	5629	5907	6191	6498
Planner III	220007	5843	6129	6427	6744	7077
Principal Accountant	130014	6385	6698	7028	7372	7734
Procurement Supervisor	140004	5972	6271	6584	6914	7260
Professional Engineer	210100	7707	8085	8483	8902	9340
Project Manager	150065	6372	6688	7019	7361	7721

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 21, 2021						
CLASS TITLE	JOB CODE	A	B	C	D	E
Records Supervisor	115045	5366	5629	5907	6191	6498
Recycling Coordinator	640001	5073	5319	5579	5850	6138
Revenue Supervisor	135025	5376	5638	5911	6196	6498
Risk Analyst	150010	5448	5714	5991	6285	6595
Sanitation Supervisor	640029	6079	6375	6685	7016	7354
Senior Accountant-Auditor	130013	5342	5603	5878	6166	6466
Senior Building Inspector	230034	6242	6551	6871	7209	7567
Senior Database Administrator	125046	7658	8023	8408	8811	9249
Senior Electrical Safety Consultant	230024	6242	6551	6871	7209	7567
Senior Engineering Inspector	230077	6180	6486	6803	7137	7492
Senior Environmental & Safety Consultant	230005	6242	6551	6871	7209	7567
Senior Plumbing & Mechanical Consultant	230014	6242	6551	6871	7209	7567
Senior Programmer Analyst*	125019	7632	8007	8399	8812	9249
Senior Real Estate Agent	170012	6079	6375	6685	7016	7354
Senior Retirement Counselor	135052	6686	7023	7372	7739	8128
Street Maintenance Superintendent	720004	7571	7945	8333	8742	9172
Street Maintenance Supervisor	720001	6680	7007	7353	7712	8091
Supervising Airports Building Maintenance Technician	310014	6079	6375	6685	7016	7354
Supervising Airports Operations Officer	310013	6079	6375	6685	7016	7354
Supervising Commercial Building Inspector	230036	6242	6551	6871	7209	7567
Supervising Engineering Technician	210008	6677	7009	7352	7714	8092
Supervising Paralegal	160020	6288	6597	6919	7261	7616
Supervising Fire Prevention Inspector	420005	6351	6663	6992	7336	7697
Supervising Planner	220008	6495	6812	7144	7495	7861
Supervising Plans Examiner	210044	7352	7716	8097	8492	8909

EXHIBIT I

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 21, 2021						
CLASS TITLE	JOB CODE	A	B	C	D	E
Supervising Professional Engineer	210110	8858	9294	9754	10234	10741
Supervising Real Estate Agent	170013	6680	7007	7353	7712	8091
Supervising Traffic Signal Operations Specialist	720050	6932	7271	7633	8008	8399
Survey Party Chief	210031	5845	6128	6428	6740	7075
Systems Security Administrator	125050	6941	7276	7636	8005	8399
Transit Supervisor I	320050	5873	6159	6457	6775	7105
Transit Supervisor II	320051	6611	6931	7272	7631	8006
Treasury Officer	135015	6385	6698	7028	7372	7734
Wastewater Environmental Supervisor	620073	7116	7462	7831	8217	8620
Wastewater Operations Supervisor	620072	7116	7462	7831	8217	8620
Wastewater System Supervisor	620071	7116	7462	7831	8217	8620
Water Conservation Supervisor	610045	6288	6597	6919	7261	7616
Water System Supervisor	610055	7116	7462	7831	8217	8620

EXHIBIT I

Unit 13-2, Non-Exempt Professional Salaries Effective June 21, 2021						
CLASS TITLE	JOB CODE	A	B	C	D	E
Legal Secretary I	115015	3626	3801	3984	4175	4378
Legal Secretary II	115016	4012	4207	4409	4622	4846
Paralegal	160001	5119	5368	5629	5904	6195
Senior Human Resources Technician	150014	3968	4158	4356	4569	4790
Senior Legal Secretary	115017	4617	4848	5090	5344	5611
Senior Paralegal	160002	5620	5900	6196	6505	6831
Supervising Crime Scene Technician	410013	5372	5634	5908	6197	6498

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 20, 2022						
CLASS TITLE	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	6256	6564	6882	7223	7575
Airports Airside/Landside Superintendent	310018	6881	7218	7574	7944	8334
Airports Projects Supervisor	310016	7232	7586	7959	8350	8763
Airports Property Supervisor	175005	6262	6567	6886	7227	7575
Architect	210045	6613	6938	7276	7635	8011
Assistant Law Office Manager	115019	7150	7495	7866	8246	8651
Business Process & Systems Analyst	125044	7149	7495	7864	8248	8651
Call Center Supervisor	115073	5538	5808	6089	6382	6693
Capital Development Specialist	310007	6878	7220	7573	7946	8335
Central Print Supervisor	120007	5168	5423	5686	5965	6254
Chief Engineering Inspector	230078	7061	7405	7770	8153	8552
Chief Engineering Technician	210009	7939	8328	8738	9170	9621
Chief of Facilities Maintenance	810037	6921	7262	7618	7992	8386
Chief of Wastewater Environmental Services	620075	6623	6949	7290	7647	8022
Chief of Wastewater Facilities Maintenance	620085	6921	7262	7618	7992	8386
Chief of Wastewater Treatment Operations	620080	6997	7346	7707	8085	8482
Chief of Water Operations	610070	7113	7460	7830	8215	8617
Chief Police Pilot	410031	7818	8201	8608	9032	9480
Chief Surveyor	210032	9124	9573	10047	10542	11064
Community Services and Recreation Supervisor	520016	6273	6580	6904	7246	7595
Contract Compliance Officer	150061	6262	6567	6886	7227	7575
Custodial Supervisor	810025	6262	6567	6886	7227	7575
Database Administrator	125045	7149	7495	7864	8248	8651
DBE/Small Business Program Coordinator	150070	6176	6475	6793	7125	7478

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 20, 2022						
CLASS TITLE	JOB CODE	A	B	C	D	E
Emergency Services Communications Supervisor	410004	5532	5802	6083	6382	6693
Energy Efficiency Supervisor	230058	5551	5824	6108	6410	6724
Equipment Supervisor	720031	6809	7140	7491	7859	8247
Fire Prevention Engineer	210055	7025	7370	7732	8111	8512
Fleet Administration Supervisor	720025	6262	6567	6886	7227	7575
Forestry Supervisor I	510030	5168	5423	5686	5965	6254
Forestry Supervisor II	510031	5293	5551	5825	6114	6410
Grant Writer	150105	4982	5227	5480	5749	6028
Historic Preservation Specialist	230066	6565	6889	7230	7582	7953
Housing Program Supervisor	230055	6767	7105	7460	7833	8226
Human Resources Analyst	150016	5612	5886	6171	6474	6793
Human Resources Records Supervisor	115050	5527	5798	6085	6377	6693
Information Services Supervisor	125032	7861	8248	8651	9077	9527
Landscape Maintenance Superintendent	510027	7799	8184	8583	9005	9448
Lead Risk Analyst	150008	6163	6468	6793	7132	7489
Management Analyst I	150020	4178	4381	4594	4818	5055
Management Analyst II	150021	5132	5384	5645	5922	6209
Parking Supervisor	720035	5315	5569	5838	6122	6693
Parks Supervisor I	510025	5168	5423	5686	5965	6254
Parks Supervisor II	510026	6273	6580	6904	7246	7595
Police Support Services Supervisor	115047	5527	5798	6085	6377	6693
Planner III	220007	6019	6313	6620	6947	7290
Principal Accountant	130014	6577	6899	7239	7594	7967
Procurement Supervisor	140004	6152	6460	6782	7122	7478
Professional Engineer	210100	7939	8328	8738	9170	9621
Project Manager	150065	6564	6889	7230	7582	7953

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 20, 2022						
CLASS TITLE	JOB CODE	A	B	C	D	E
Records Supervisor	115045	5527	5798	6085	6377	6693
Recycling Coordinator	640001	5226	5479	5747	6026	6323
Revenue Supervisor	135025	5538	5808	6089	6382	6693
Risk Analyst	150010	5612	5886	6171	6474	6793
Sanitation Supervisor	640029	6262	6567	6886	7227	7575
Senior Accountant-Auditor	130013	5503	5772	6055	6351	6660
Senior Building Inspector	230034	6430	6748	7078	7426	7795
Senior Database Administrator	125046	7888	8264	8661	9076	9527
Senior Electrical Safety Consultant	230024	6430	6748	7078	7426	7795
Senior Engineering Inspector	230077	6366	6681	7008	7352	7717
Senior Environmental & Safety Consultant	230005	6430	6748	7078	7426	7795
Senior Plumbing & Mechanical Consultant	230014	6430	6748	7078	7426	7795
Senior Programmer Analyst*	125019	7861	8248	8651	9077	9527
Senior Real Estate Agent	170012	6262	6567	6886	7227	7575
Senior Retirement Counselor	135052	6887	7234	7594	7972	8372
Street Maintenance Superintendent	720004	7799	8184	8583	9005	9448
Street Maintenance Supervisor	720001	6881	7218	7574	7944	8334
Supervising Airports Building Maintenance Technician	310014	6262	6567	6886	7227	7575
Supervising Airports Operations Officer	310013	6262	6567	6886	7227	7575
Supervising Commercial Building Inspector	230036	6430	6748	7078	7426	7795
Supervising Engineering Technician	210008	6878	7220	7573	7946	8335
Supervising Paralegal	160020	6477	6795	7127	7479	7845
Supervising Fire Prevention Inspector	420005	6542	6863	7202	7557	7928
Supervising Planner	220008	6690	7017	7359	7720	8097
Supervising Plans Examiner	210044	7573	7948	8340	8747	9177

EXHIBIT II

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 20, 2022						
CLASS TITLE	JOB CODE	A	B	C	D	E
Supervising Professional Engineer	210110	9124	9573	10047	10542	11064
Supervising Real Estate Agent	170013	6881	7218	7574	7944	8334
Supervising Traffic Signal Operations Specialist	720050	7140	7490	7862	8249	8651
Survey Party Chief	210031	6021	6312	6621	6943	7288
Systems Security Administrator	125050	7150	7495	7866	8246	8651
Transit Supervisor I	320050	6050	6344	6651	6979	7319
Transit Supervisor II	320051	6810	7139	7491	7860	8247
Treasury Officer	135015	6577	6899	7239	7594	7967
Wastewater Environmental Supervisor	620073	7330	7686	8066	8464	8879
Wastewater Operations Supervisor	620072	7330	7686	8066	8464	8879
Wastewater System Supervisor	620071	7330	7686	8066	8464	8879
Water Conservation Supervisor	610045	6477	6795	7127	7479	7845
Water System Supervisor	610055	7330	7686	8066	8464	8879

EXHIBIT II

Unit 13-2, Non-Exempt Professional Salaries Effective June 20, 2022						
CLASS TITLE	JOB CODE	A	B	C	D	E
Legal Secretary I	115015	3735	3916	4104	4301	4510
Legal Secretary II	115016	4133	4334	4542	4761	4992
Paralegal	160001	5273	5530	5798	6082	6381
Senior Human Resources Technician	150014	4088	4283	4487	4707	4934
Senior Legal Secretary	115017	4756	4994	5243	5505	5780
Senior Paralegal	160002	5789	6077	6382	6701	7036
Supervising Crime Scene Technician	410013	5534	5804	6086	6383	6693

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 19, 2023						
CLASS TITLE	JOB CODE	A	B	C	D	E
Acoustical Program Coordinator	310100	6444	6761	7089	7440	7803
Airports Airside/Landside Superintendent	310018	7088	7435	7802	8183	8585
Airports Projects Supervisor	310016	7449	7814	8198	8601	9026
Airports Property Supervisor	175005	6450	6765	7093	7444	7803
Architect	210045	6812	7147	7495	7865	8252
Assistant Law Office Manager	115019	7365	7720	8102	8494	8911
Business Process & Systems Analyst	125044	7364	7720	8100	8496	8911
Call Center Supervisor	115073	5705	5983	6272	6574	6894
Capital Development Specialist	310007	7085	7437	7801	8185	8586
Central Print Supervisor	120007	5324	5586	5857	6144	6442
Chief Engineering Inspector	230078	7273	7628	8004	8398	8809
Chief Engineering Technician	210009	8178	8578	9001	9446	9910
Chief of Facilities Maintenance	810037	7129	7480	7847	8232	8638
Chief of Wastewater Environmental Services	620075	6822	7158	7509	7877	8263
Chief of Wastewater Facilities Maintenance	620085	7129	7480	7847	8232	8638
Chief of Wastewater Treatment Operations	620080	7207	7567	7939	8328	8737
Chief of Water Operations	610070	7327	7684	8065	8462	8876
Chief Police Pilot	410031	8053	8448	8867	9303	9765
Chief Surveyor	210032	9398	9861	10349	10859	11396
Community Services and Recreation Supervisor	520016	6462	6778	7112	7464	7823
Contract Compliance Officer	150061	6450	6765	7093	7444	7803
Custodial Supervisor	810025	6450	6765	7093	7444	7803
Database Administrator	125045	7364	7720	8100	8496	8911
DBE/Small Business Program Coordinator	150070	6362	6670	6997	7339	7703

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 19, 2023						
CLASS TITLE	JOB CODE	A	B	C	D	E
Emergency Services Communications Supervisor	410004	5698	5977	6266	6574	6894
Energy Efficiency Supervisor	230058	5718	5999	6292	6603	6926
Equipment Supervisor	720031	7014	7355	7716	8095	8495
Fire Prevention Engineer	210055	7236	7592	7964	8355	8768
Fleet Administration Supervisor	720025	6450	6765	7093	7444	7803
Forestry Supervisor I	510030	5324	5586	5857	6144	6442
Forestry Supervisor II	510031	5452	5718	6000	6298	6603
Grant Writer	150105	5132	5384	5645	5922	6209
Historic Preservation Specialist	230066	6762	7096	7447	7810	8192
Housing Program Supervisor	230055	6971	7319	7684	8068	8473
Human Resources Analyst	150016	5781	6063	6357	6669	6997
Human Resources Records Supervisor	115050	5693	5972	6268	6569	6894
Information Services Supervisor	125032	8097	8496	8911	9350	9813
Landscape Maintenance Superintendent	510027	8033	8430	8841	9276	9732
Lead Risk Analyst	150008	6348	6663	6997	7346	7714
Management Analyst I	150020	4304	4513	4732	4963	5207
Management Analyst II	150021	5286	5546	5815	6100	6396
Parking Supervisor	720035	5475	5737	6014	6306	6894
Parks Supervisor I	510025	5324	5586	5857	6144	6442
Parks Supervisor II	510026	6462	6778	7112	7464	7823
Police Support Services Supervisor	115047	5693	5972	6268	6569	6894
Planner III	220007	6200	6503	6819	7156	7509
Principal Accountant	130014	6775	7106	7457	7822	8207
Procurement Supervisor	140004	6337	6654	6986	7336	7703
Professional Engineer	210100	8178	8578	9001	9446	9910
Project Manager	150065	6761	7096	7447	7810	8192

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 19, 2023						
CLASS TITLE	JOB CODE	A	B	C	D	E
Records Supervisor	115045	5693	5972	6268	6569	6894
Recycling Coordinator	640001	5383	5644	5920	6207	6513
Revenue Supervisor	135025	5705	5983	6272	6574	6894
Risk Analyst	150010	5781	6063	6357	6669	6997
Sanitation Supervisor	640029	6450	6765	7093	7444	7803
Senior Accountant-Auditor	130013	5669	5946	6237	6542	6860
Senior Building Inspector	230034	6623	6951	7291	7649	8029
Senior Database Administrator	125046	8125	8512	8921	9349	9813
Senior Electrical Safety Consultant	230024	6623	6951	7291	7649	8029
Senior Engineering Inspector	230077	6557	6882	7219	7573	7949
Senior Environmental & Safety Consultant	230005	6623	6951	7291	7649	8029
Senior Plumbing & Mechanical Consultant	230014	6623	6951	7291	7649	8029
Senior Programmer Analyst*	125019	8097	8496	8911	9350	9813
Senior Real Estate Agent	170012	6450	6765	7093	7444	7803
Senior Retirement Counselor	135052	7094	7452	7822	8212	8624
Street Maintenance Superintendent	720004	8033	8430	8841	9276	9732
Street Maintenance Supervisor	720001	7088	7435	7802	8183	8585
Supervising Airports Building Maintenance Technician	310014	6450	6765	7093	7444	7803
Supervising Airports Operations Officer	310013	6450	6765	7093	7444	7803
Supervising Commercial Building Inspector	230036	6623	6951	7291	7649	8029
Supervising Engineering Technician	210008	7085	7437	7801	8185	8586
Supervising Paralegal	160020	6672	6999	7341	7704	8081
Supervising Fire Prevention Inspector	420005	6739	7069	7419	7784	8166
Supervising Planner	220008	6891	7228	7580	7952	8340
Supervising Plans Examiner	210044	7801	8187	8591	9010	9453

EXHIBIT III

Unit 13-1, Exempt Supervisory and Professional Salaries Effective June 19, 2023						
CLASS TITLE	JOB CODE	A	B	C	D	E
Supervising Professional Engineer	210110	9398	9861	10349	10859	11396
Supervising Real Estate Agent	170013	7088	7435	7802	8183	8585
Supervising Traffic Signal Operations Specialist	720050	7355	7715	8098	8497	8911
Survey Party Chief	210031	6202	6502	6820	7152	7507
Systems Security Administrator	125050	7365	7720	8102	8494	8911
Transit Supervisor I	320050	6232	6535	6851	7189	7539
Transit Supervisor II	320051	7015	7354	7716	8096	8495
Treasury Officer	135015	6775	7106	7457	7822	8207
Wastewater Environmental Supervisor	620073	7550	7917	8308	8718	9146
Wastewater Operations Supervisor	620072	7550	7917	8308	8718	9146
Wastewater System Supervisor	620071	7550	7917	8308	8718	9146
Water Conservation Supervisor	610045	6672	6999	7341	7704	8081
Water System Supervisor	610055	7550	7917	8308	8718	9146

EXHIBIT III

Unit 13-2, Non-Exempt Professional Salaries Effective June 19, 2023						
CLASS TITLE	JOB CODE	A	B	C	D	E
Legal Secretary I	115015	3848	4034	4228	4431	4646
Legal Secretary II	115016	4257	4465	4679	4904	5142
Paralegal	160001	5432	5696	5972	6265	6573
Senior Human Resources Technician	150014	4211	4412	4622	4849	5083
Senior Legal Secretary	115017	4899	5144	5401	5671	5954
Senior Paralegal	160002	5963	6260	6574	6903	7248
Supervising Crime Scene Technician	410013	5701	5979	6269	6575	6894