

# Special Council Meeting

March 26, 2026

## FRESNO CITY COUNCIL



### Supplement Packet

#### ITEM(S)

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#### 2-J (ID 26-388)

Actions pertaining to the City of Fresno Management Employees Association (CFMEA) for Unit 14

1. \*\*\*Adopt a Side Letter of Agreement between the City of Fresno and City of Fresno Management Employees Association (CFMEA - Unit 14) (Subject to Mayor's veto)

Contents of Supplement: Side Letter of Agreement

#### Item(s)

##### **Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

##### **Americans with Disabilities Act (ADA):**

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

**Side Letter Agreement  
Between  
City of Fresno  
and  
City of Fresno Management Employees Association (CFMEA)**

**Annual Leave**

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Fresno (“City”) and the City of Fresno Management Employees Association (“Association”) and sets forth the full and entire understanding of both parties regarding Article VIII(G)(2)(a) in the current Memorandum of Understanding (“MOU”) between the City and the Association. The City and the Association have met and conferred and have agreed to amend Article VIII(G)(2)(a) as follows:

ARTICLE VIII

COMPENSATION AND BENEFITS

G. LEAVES

2. Annual Leave

- a. Annual Leave Accrual - Employees in this Unit do not accrue Vacation Leave and Sick Leave as provided in the FMC and instead accrue Annual Leave as detailed below.
- (1) Less than Ten Years – For employees who have been \*\*\* employed by the City for less than ten (10) years, the Annual Leave accrual rate will be 15.5 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the Annual Leave accrual rate to the same level for employees represented by the Association.
  - (2) \*\*\*Ten Years or More But Less Than Twenty Years – For employees who have been \*\*\* employed by the City for ten (10) years or more **but less than twenty (20) years**, the Annual Leave accrual rate will be 18.83 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the Annual Leave accrual rate to the same level for employees represented by the Association.
  - (3) Twenty Years or More – For employees who have been **employed by the City for twenty (20) years or more, the Annual Leave accrual rate will be 20 hours for each completed calendar month of employment.**

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- (4) Annual Leave Accumulation Limit – Employees may accumulate unused Annual Leave not to exceed eight hundred forty (840) hours.

Employees who have reached their Annual Leave accumulation limit will have all hours exceeding the limit placed in a Special HRA bank to be credited to an HRA account for eligible employees upon retirement, until their Annual Leave accumulation falls below the eight hundred forty (840) hour limit, at which point they will resume accumulating Annual Leave. Hours in the Special HRA bank may not be used as leave time and cannot be cashed out. There will be no cash out or transfer of hours in the Special HRA bank for employees who are not eligible to participate in the HRA upon retirement.

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

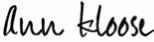
- (5) Use of Annual Leave - Annual leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.
- (6) Annual Leave Cash Out - Employees will be permitted to cash out up to forty-eight (48) hours or ten percent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

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

This Agreement shall be effective the first of the month following Council approval until the implementation of a successor MOU. This subject will be addressed in the successor MOU.

FOR THE CITY OF FRESNO  
MANAGEMENT EMPLOYEES  
ASSOCIATION:

Signed by:  
  
EF7C7E2A8B484EE...  
ANN KLOOSE  
President

FOR THE CITY OF FRESNO:

DocuSigned by:  
  
AA15173E27E2477  
SUMEET MALHI  
Director of Personnel Services

Date: 3/20/2026

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
By:   
Assistant City Attorney