



AGENDA ITEM NO.	26
COUNCIL MEETING	1/30/14

APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

DATE: January 30, 2014

FROM: Jeff Cardell, Personnel Services Director

BY: Kenneth G. Phillips, Labor Relations Manager

- SUBJECT:
1. Adopt the Memorandum of Understanding (MOU) between the City of Fresno (City) and the International Association of Fire Fighters, Local 753 - Unit 5 (Fire Basic), covering the period August 5, 2013 through June 30, 2016 and the accompanying Pension Meet and Confer Agreement
 2. Adopt the Memorandum of Understanding (MOU) between the City of Fresno (City) and the International Association of Fire Fighters, Local 753 - Unit 10 (Fire Management), covering the period August 5, 2013 through June 30, 2016 and the accompanying Pension Meet and Confer Agreement
 3. Adopt the Second Amendment to Salary Resolution No. 2013-101 amending salaries in Exhibit 10, Fire Management

RECOMMENDATION

It is recommended that Council approve the attached Memoranda of Understanding (MOU's) to implement changes in wages, hours and other terms and conditions of employment for City employees in Unit 5, represented by the International Association of Fire Fighters, Local 753 (Fire Basic), and Unit 10, also represented by IAFF, Local 753 (Fire Management), the Second Amendment to Salary Resolution No. 2013-101, and the accompanying pension meet and confer agreements.

EXECUTIVE SUMMARY

The City, Fire Basic and Fire Management started negotiations in July, 2013 and have reached tentative agreements. These tentative agreements are proposed successor MOU's. The tentative agreements includes salary concessions, changes to the cost sharing of health insurance premiums, and reopens on both health & welfare, and pensions for new employees.

BACKGROUND

The City and the Fire Units met from July, 2013 through early January, 2014 in an attempt to reach agreement on a successor MOU. The parties have been able to reach agreement on a wide array of changes which will assist the City in recovering from a major recession. Fire Basic and Fire Management members ratified the proposed MOU's on January 28, 2014.

REPORT TO THE CITY COUNCIL

Approve MOU's – Unit 5, Unit 10 – Fire Basic and Fire Management

January 30, 2014

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Items common to both proposed successor MOU's include the following.

- Term: August 5, 2013 through June 30, 2016.
- Salaries:
 - A City payment of 2% towards employee contributions to end effective February 10, 2014.
 - Employees to contribute 1% towards the City's share of retirement contributions effective February 10, 2014 on an ongoing basis.
 - Employees to receive a 2.5% salary increase effective January 1, 2016.
- Health and Welfare:
 - The City will change its share of health & welfare premiums from 80% to a fixed contribution of \$800 per month effective February 1, 2014.
 - Increase City payment by up to \$40 depending on the amount of benefit cost increase on July 1, 2014.
 - Increase City payment by up to \$42 depending on the amount of benefit cost increase on July 1, 2015.
 - Reopener if any other unit negotiates a greater contribution by the City
 - Parties to meet and confer on alternative health plans and/or modifications to the Trust.
- Bilingual Certification: Employees to be recertified every five years. Initial implementation to be staggered.
- Conversion Between 56 and 40 Hour work Schedules: All conversions to be based on a 1.4 factor instead of a mixture of 1.5 and 1.4.
- Bereavement Leave: New language similar to what is in FMC.
- Health Reimbursement Arrangement: Can be other than book accounts at City option.
- Open Negotiations: Can open as early as six months before the MOU expires, but no later than four months before it expires.
- Workers Compensation: Include provision reflecting state law. Remove provisions no longer applicable.
- 2/4 Schedules: Current 2/4 schedule included in MOU.
- Pension Meet & Confer: City and Fire Units to meet and confer on pension related topics in regard to new employees.

REPORT TO THE CITY COUNCIL

Approve MOU's – Unit 5, Unit 10 – Fire Basic and Fire Management

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Items specific to Fire Basic proposed MOU include the following.

- Deferred Compensation: End City contribution of \$36 per pay period effective February 10, 2014. Deferred Compensation to resume June 29, 2015.
- Compensatory Time Off: Increase cap from 108 hours to 120 hours. Allow compensatory time off accumulation for assignments of less than 12 hours.
- Leave for Union Officers:
 - Moved location in MOU.
 - Holiday leave caps for Union officers, primarily at 312 hours.
- Cleanup, Miscellaneous: Various language clean up and changes as in the attached proposed MOU.

Items specific to the Fire Management proposed MOU include the following.

- Deputy Chief Salary Range: Change from a broad range to a step system with current top of the range as top step.
- Holiday Accruals: Eliminate one hour per month from holiday accruals. Total accrual to be twelve hours per month.
- Vacation Accruals: Eliminate one hour per month from vacation accruals. Total accrual to be 24 hours per month.
- Shift Replacement: Remove 2.5 hour exclusion for Fire Incident Holdovers.
- Cleanup, Miscellaneous: Various language clean up and changes as in the attached proposed MOU.

The City Attorney's Office has reviewed and approved to form the Agreements identified below.

FISCAL IMPACT

The estimated annualized savings in the first year for the changes to the Fire Basic Unit in FY 14 for five months is approximately \$422,600. For Fire Management, the savings are approximately \$33,800. The majority of these savings are in the General Fund.

In FY 15, the projected savings for the Basic Unit is approximately \$1.1 million. For the Management Unit, it is approximately \$66,500.

REPORT TO THE CITY COUNCIL

Approve MOU's – Unit 5, Unit 10 – Fire Basic and Fire Management

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In FY 16, the projected savings for the Basic Unit is approximately \$281,600. For the Management Unit, it is approximately \$29,300.

January 24, 2014

Attachments:MOU with Fire Basic (red line version)

MOU with Fire Basic

Pension Meet & Confer Agreement with Fire Basic

MOU with Fire Management (red line version)

MOU with Fire Management

Second Amendment to Salary Resolution 2013-101

Pension Meet & Confer Agreement with Fire Management

Cost Savings Report

**IAFF, Local 753, MOU Article VII H. 1.h
Special Circumstances**

Exhibit II

1. Effective August 5, 2013, there shall be a monthly cap of three hundred twelve (312) hours of accumulated Holiday leave for the President, Vice-President, and Secretary/Treasurer for IAFF, Local 753. The three hundred twelve (312) hour accrual balance cap for these elected officer's shall remain for a period of one year after the conclusion of their term of office after which any excess over one hundred fifty-six (156) hours shall be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. Employee ID and names subject to this 312 accrual cap maximum for IAFF officers as of August 5, 2013 are:

05131 - Short, Craig 00092 - Wanless, Kirk 08257 - Sanders II, Royce D
06405 - Flores, Pete

2. The employee listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented on August 5, 2013. This employee shall exhaust holiday hours at the rate of no less than three hundred twelve (312) hours per fiscal year until this bank of hours is exhausted. If less than 312 holiday hours are taken off in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employee and is not applicable to any other employees of IAFF, Local 753.

02624 – Smith, Gerald

3. The employees listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented August 5, 2013. In consideration that these employees were accruing holiday balances in anticipation of entering the DROP program and that maintaining these accrued balances is no longer required for the DROP calculation, these employees shall be afforded an opportunity to exhaust excess holiday hours. The below employees shall exhaust any holiday excess hours above 156 cap at the rate of no less than 312 hours per fiscal year (or the pro-rated equivalent based on the individuals excess hours) until the holiday balance is at or below the 156 hour holiday cap threshold, at which time the employee will be subject to the automatic holiday cashout provisions from that time forward. If less than 312 holiday hours (or pro-rated equivalent) are taken in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employees and is not applicable to any other employees of IAFF, Local 753. The department will monitor leave usage and notify Payroll when to begin applying MOU Article VII H. 1. h. Employees Excluded from Local 753, MOU Article VII H. 1. H at August 5, 2013 are:

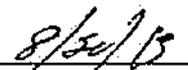
04037 – Reitz, Randall 01066 – Webster, Roy
00098 – Young, Gary

4. Employee 04335 will NOT be subject to the automatic holiday cashout as this employee has been acting in a U10 Battalion Chief position pending approval to fill the position on a permanent basis.

04335 – French, Lawrence



City Manager



Date

**FY 2014 Proposed MOU Agreement
With Health & Welfare Increase
Unit 5
January 7, 2014**

	FY 2014			
	Effective 2/10/14	FY 2015	FY 2016	Total
3 Percent Employee Contribution to Pension ¹ (Cease 2 Percent City Contribution and 1 Percent EE Pickup)	\$ 250,900	\$ 724,800	\$ 724,800	\$ 1,700,500
2.5 Percent Salary Increase @ 1/1/16	0	0	(302,000)	(302,000)
Salary Increase Impact to Pension ^{1,2}	0	0	(58,000)	(58,000)
Salary Increase Impact to Medicare ¹	0	0	(4,400)	(4,400)
Salary Increase Impact to Overtime (Based on FY 2013 Actuals)	0	0	(28,900)	(28,900)
Deferred Compensation Savings ⁴	93,600	270,500	0	364,100
Health and Welfare Contribution: Cap City Contribution at \$800 Yr. 1, \$840 Yr. 2 and \$882 Yr 3 ⁵	78,100	95,700	(49,900)	123,900
Total Savings	\$ 422,600	\$ 1,091,000	\$ 281,600	\$ 1,795,200
FY 2014 Adopted Appropriations - Salary/Fringe Budget	\$ 33,993,600			
Savings as a Percentage of FY14 Salary/Fringe Budget	1.24%	3.21%	0.83%	

¹Current employer pension and medicare contribution rates are 20.19 and 1.45 percent, respectively. Based on this agreement, the employer contribution rate will be 19.19 percent in FY 16 as the employee will pick up one percent of the cost.

²Pension impact calculation excludes costs derived from pensionable premium pays.

³Deferred compensation benefit ends on February 10, 2014 and resumes on June 29, 2015.

⁵Savings calculation is the difference between the current City contribution rate of \$867 and the proposed City contribution rate of \$800 in Year 1 (effective March 1, 2014), \$840 in Year 2 and \$882 in Year 3.

*This analysis used 289 FTE as the employee count for Units 5.

**The Total column represents budgetary savings.

***All calculations based on a 2912 hour yearly work schedule.

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

FRESNO CITY FIREFIGHTERS ASSOCIATION
LOCAL No. 753
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
A.F.L. - C.I.O.
(Non-Management Fire - Unit 5)

~~JULY 1, 2009 TO JUNE 30, 2012~~

AUGUST 5, 2013 TO JUNE 30, 2016

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LEGEND

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

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ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 753, International Association of Firefighters, AFL-CIO, (Non-Management Fire – Unit 5) hereinafter referred to as the Association, has as its purpose: to establish wages, hours, and other terms and conditions of employment for the members of this Unit.

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 Sections 3-101, 3-202, 3-301, and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used 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 which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), applicable provisions of the Public Employment Relations Board (PERB), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), the Fire Fighters Procedural Bill of Rights Act (FBOR), 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, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 3-604. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Non-Management Fire Unit, hereinafter Unit, 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 Unit.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to, and be exercised by, all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

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.
2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1. are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council approved MOU.
3. 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.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

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ARTICLE IV
RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, ~~and to endeavor to reach agreement on a successor MOU at least one (1) week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.~~ In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse, ~~the City will accept proposals from the Association as early as March 1, 2012~~ **MOU negotiations may be initiated at the request of either party as early as six (6) months preceding expiration of the MOU, but in any case, shall commence no later than four (4) months preceding expiration of the MOU.**

B. RECOGNITION OF UNIT DESCRIPTION

The Non-Management Fire Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the following classes, listed in Exhibit 5 of the current salary resolution, as such Unit may be modified from time to time pursuant to the provisions of the FMC:

Firefighter Trainee
Firefighter
Firefighter Specialist
Fire Captain
Fire Investigation Unit Supervisor

C. FIREFIGHTER TRAINEE PROGRAM

1. Classification

- a. The City has created a job classification titled Firefighter Trainee. The Fire Department may hire a maximum of ten (10) additional Firefighter Trainees above the number of vacancies that exist in the Firefighter Class. Employees assigned to a Firefighter Trainee position cannot attain permanent status.
- b. A Firefighter Trainee shall be trained in and shall perform the various duties typical of a Firefighter, with the exception that the

Firefighter Trainee shall not perform fire suppression or medical aid duties prior to appointment as a Firefighter. A Firefighter Trainee may assist in fire inspections, apparatus maintenance and repairs or other duties as assigned.

2. Recruitment and Retention

- a. Employees occupying the Firefighter Trainee allocated positions shall be required to attend and participate in the City of Fresno Fire Department Academy prior to promotion to the rank of Firefighter.
- b. Upon successful completion of the City of Fresno Fire Department Academy, a Firefighter Trainee shall be promoted to a Firefighter position if a vacancy exists. Firefighter Trainees offered a position in the absence of a vacancy will be made aware of their hiring order. Promotions will be made and be based upon the order in which the Firefighter Trainee was hired.
- c. If, upon successful completion of the City of Fresno Fire Department Academy, there are no Firefighter vacancies, the remaining Firefighter Trainees shall remain in such class until a position becomes vacant.
- d. While serving in a Firefighter Trainee position, the Trainee can be terminated for the good of the service.

3. Compensation and Benefits

- a. Employees assigned to the Firefighter Trainee position shall be compensated at the rate of ninety percent (90%) of an A Step Firefighter while attending the City of Fresno Fire Department Academy. ~~Employees remaining in that position shall receive \$15.97 per hour, \$16.29 per hour effective January 1, 2011, and \$16.62 per hour effective January 1, 2012, and shall continue to be compensated at that rate~~ until appointed to rank of Firefighter.
- b. Employees assigned to the Firefighter Trainee position shall be assigned to a forty (40) hour workweek beginning on Monday at 12:01 a.m. and ending on Sunday at midnight. Employee's daily work schedules may be adjusted to accommodate training provided by the Fire Department.
- c. Employees assigned to the Firefighter Trainee position shall be compensated at the overtime rate of time and one-half (1.5) their regular rate of pay for any work over forty (40) hours in a work week. Upon completion of the City of Fresno Fire Department

Academy and when assigned to a 56 hour position, Compensatory Time Off (CTO) balances for Firefighter Trainees will be converted to a 56 hour accrual rate.

- d. Employees assigned to the Firefighter Trainee position shall be entitled to all benefits afforded to the Firefighters.
- e. Employee retirement contributions plus interest associated with the contributions would be refunded if the Firefighter Trainee leaves the Fire Department at the completion of the period noted in 2.d., above.

D. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other 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, opinions, and proposals, ~~and to endeavor to reach agreement on a successor MOU at least one (1) week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.~~

E. 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.

F. INFORMATION TO ASSOCIATION

- 1. The City shall provide to the Association:
 - a. Changes to the Salary Resolution.
 - b. Changes to Job Specifications for classes in this Unit.
 - c. Changes to the Administrative Order Manual that effect employees in this Unit.
- 2. The Fire Department shall provide:
 - a. Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall

discuss the issue with the Association as soon as possible thereafter.

- b. An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

G. LEAVE FOR ASSOCIATION BUSINESS BY UNION OFFICERS

1. The Association President, Vice-President, and/or Secretary-Treasurer may use CTO, vacation or holiday, for Association business.
 - a. The specified Association officers shall have the option of drawing the final two annual vacation periods of the fiscal year, or of drawing vacation periods according to the guidelines for all employees.
 - b. All vacation and/or holiday leave that is taken for Association business will be deducted from the Association officers scheduled leave period(s). The assigned period from which the time will be deducted will be at the discretion of the Association officer, subject to subsection (c) below.
 - c. In the event the time previously taken is not specified one month prior to the Association officers' next scheduled vacation period, the time previously taken will be deducted from that vacation period.
 - d. The side letter executed on August 20, 2013 entitled "*IAFF, Local 753, MOU Article VII.H.1.h, Special Circumstances*" is attached as Exhibit 2 hereto.

H. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.
2. Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers-Milias-Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.
3. Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work

stoppage is protected activity and will not subject the employee to disciplinary action **to the extent such participation does not violate Section 1962 of the California Labor Code.**

I. BULLETIN BOARDS

The Association may use designated portions of City Bulletin Boards in City Facilities in which members of this Unit are on duty.

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ARTICLE V

SCOPE OF REPRESENTATION AND GRIEVANCES

A. GENERAL

1. "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 FMC Section 3-604, and City rights as set forth in FMC Section 3-605 (a), are excluded from the scope of representation.
2. The Association is the exclusive representative of all employees within the Unit.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing policy, practice, written City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge, fact-finding procedure, or as outlined below.
2. A written grievance must set forth the rule, regulation, policy or specific section of the MOU claimed to have been violated, must describe the specific incident or circumstances of the alleged violation, and specify the remedy sought or it will be returned to the grievant for appropriate completion before being processed. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. The Committee will be bound by the agreement of the parties regarding timeliness.
3. The Association may represent employees covered by this MOU on a grievance under the grievance procedure.
4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.

5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- a. The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor or designee before a written grievance may be filed.
- (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed, with a copy being sent to the Labor Relations Division, within twenty-one (21) calendar days from the time the employee becomes aware or should have become aware of the issue or incident giving rise to the problem.
- (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.

Step Two

- a. Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may, within nine (9) calendar days, file an appeal to the department head or designee. The department head or designee shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- b. The City, the grievant, and/or the Association may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Grievance Advisory Committee when the issue is one over which the grievant's supervisor or department head has no jurisdiction.

Step Three

- a. If the grievant is not satisfied with the decision of the department head or designee, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the department head's or designee's decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be referred to the Association for review and recommendations before it is delivered to the Labor Relations Division.
- b. The City, the grievant, and/or the Association may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of the grievance are automatically extended as long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City, the grievant, and/or half by the Association.

Step Four

- a. The Grievance Advisory Committee shall be composed of (3) three members: one selected by the Association, one selected by the City and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.
- b. From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.
- c. The neutral and Grievance Advisory Committee shall be bound by the language of the MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The neutral and Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral and Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of

back wages or benefits to a date prior to the date of the incident which gave rise to the grievance.

- d. The Grievance Advisory Committee shall conduct a hearing, and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

Step Five

The City Manager or designee shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.

6. Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
7. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

C. USE OF HEARING OFFICER IN DISCIPLINARY ACTION INITIATED BY CITY

Members may elect the alternative appeal procedure before a hearing officer instead of a hearing before the Civil Service Board, as provided in FMC Section 3-283.

D. IN LIEU OF SUSPENSION

By mutual agreement between the Chief or designee and the affected employee, an employee suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation credits equal to the number of hours of suspension in lieu of the suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the appropriate amount of forfeited credits. This provision is not subject to the grievance procedure.

ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a service fee. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.
2. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure except that any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section 3-620, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card.
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association for the duration of this MOU. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to

the City, and give the employee an opportunity to respond within thirty (30) days. Certification shall be in the form of a letter from the Association to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If a member in the Unit desires to revoke a dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card.

Dues Deduction Authorization and Revocation cards are available at the Finance Department, Payroll, and the Personnel Services Department.

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated in such authorization.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The Association 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 a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the City the amount which would have been deducted if the member had been in a pay status during the pay period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

D. DUES DEDUCTION

1. The deduction check covering all such deductions shall be transmitted to: Fresno City Firefighters Association Local #753, 710 R Street, Fresno, California 93721, or such address as may be provided to the City by the Association.
2. The deduction check shall be made in favor of:

Fresno City Firefighters Association Local #753.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

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

B. SALARIES

1. Effective August 5, 2013 through December 31, 2015, salaries shall be those reflected in Exhibit I, Table I, attached hereto and incorporated by reference. **Effective January 1, 2016** ~~2014~~, salaries shall be increased by two and one-half percent ~~two percent (2%)~~ **(2.5%) as reflected in Exhibit I, Table II, attached hereto and incorporated by reference.**
- ~~2. Effective January 1, 2012, salaries shall be increased by two percent (2%).~~
3. The City will contribute \$36.00 per employee per pay period to the City's Deferred Compensation plan. In order for employees to receive this benefit the employee must personally enroll in the Deferred Compensation plan by contacting the deferred compensation administrator (Fidelity) and the Fire Department's payroll clerk and authorizing a contribution of at least thirty-six dollars (\$36.00) per pay period. This benefit is not pensionable, and payment will be prospective from the point of enrollment. **Notwithstanding any of the above, the City will not contribute to the to the Deferred Compensation plan beginning February 10, 2014. The City will resume payment of its contribution to the Deferred Compensation plan beginning on June 29, 2015.**

C. PENSION CONTRIBUTION

The following applies to an employee's pension contribution:

1. Pension Contribution: **Effective February 10, 2014**, ~~June 30, 2012~~, the City will **discontinue** paying two percent (2%) of the employee's pension contribution. ~~upon the following terms and conditions:~~
 - ~~a. The parties agree to execute a Side Letter of Agreement no later than June 30, 2012, with language that sets forth a process for establishing minimum daily staffing limits and maximum daily absences which shall include unscheduled holidays and vacation.~~

~~Should the above terms and conditions be satisfied the City's payment of two percent (2%) of the employee's pension contribution shall be permanent until the employee enters the Deferred Retirement Option Program ("DROP"), retires or separates from City service. This contribution towards the member's pension obligation shall be included as compensation for purposes of pension calculations.~~

2. **Effective February 10, 2014, employees in Unit 5 shall make an additional contribution equal to one percent (1%) of their pensionable compensation to the City of Fresno Fire and Police Retirement System, reducing the City normal 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 to the City of Fresno Fire and Police Retirement System. The employee shall have no option to receive the 1% contribution in cash. The 1% 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.**

~~2. Applicability to DROP Members: Subject to the terms and conditions as set for above in Section C. 1., effective June 30, 2012, in lieu of the two percent (2%) pension contribution payment by the City, the City will make a supplemental payment as salary to an employee who has entered DROP. The supplemental payment will be calculated by multiplying two percent (2%) times the employee's base rate of pay as reflected in Exhibit I, Table I. This supplemental payment shall be included in the employee's biweekly paycheck and shall not be considered part of the employee's base pay.~~

~~3. Applicability to Retirees: Adjustments to the monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302 by utilizing the City's two percent (2%) pension contribution, as set forth in Section C. 1. of this Article, as compensation.~~

D. HEALTH AND WELFARE

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.

~~The Effective March 1, 2014 the City's contribution will be eighty percent (80%) of eight hundred dollars (\$800) toward the premium established by the Fresno City Employees Health and Welfare Trust Board. Employees may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.~~

~~Effective July 1, 2014, the City's contribution will increase by forty dollars (\$40) or the amount of increase in monthly health care premiums, whichever is less.~~

~~Effective July 1, 2015, the City's contribution will increase by forty-two dollars (\$42) or the amount of increase in monthly health care premiums, whichever is less.~~

~~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 (including maintenance of percentage contributions) the City, upon the Association's request, will match that benefit.~~

~~The City and the Association shall meet and confer on proposed modifications to the Health and Welfare Trust; and proposed alternative health plans. The process may include other represented bargaining units. It is understood that the continuation of the Side Letter on the Health & Welfare Trust dated February 24, 2009 shall be included in this process.~~

~~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.~~

E. UNIFORM ALLOWANCE

Employees shall receive one thousand one hundred dollars (\$1,100) per year as a uniform purchase and maintenance allowance, and paid in semi-annual installments on the last pay period in December and June. Employees shall be responsible for purchase of safety shoes and turn out boots in accordance with the Department's policies.

F. OVERTIME/SHIFT REPLACEMENT, COMPENSATORY TIME OFF AND PREMIUM PAY

1. Overtime/Shift Replacement:

- a. Overtime/Shift Replacement hiring is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties. Voluntary/non-voluntary overtime/shift replacement shall be processed on a rank-for-rank basis. If insufficient personnel are available, the overtime/shift replacement will be **made available** to the next lower rank.
- b. Payment of overtime/shift replacement worked shall be at the rate of time and one-half.
- c. Employees will be compensated for training and travel time pursuant to the provisions of the Fair Labor Standards Act and City Administrative Orders.
- d. Employees on vacation or holiday time may be permitted to work available overtime/shift replacement **in accordance with the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy.** ~~by notifying the department of their desire to work.~~
- e. Upon return to the fire station by a crew which has been held over past its normal relief time (i.e., 0800 hours), crew members shall perform those duties necessary to be performed prior to being relieved from duty, as determined by the company commander. The time required for performance of such duties shall be compensated at the applicable overtime/shift replacement rate. The department may promulgate such rules and regulations as may be necessary to provide guidelines for activities required to be performed prior to relief.
- f. Off-duty employees reporting to work to fill a roster position outside of their regularly scheduled work shift shall be paid a minimum of two hours at the overtime/shift replacement rate of pay.

On-duty employees who have previously agreed to work overtime, which commences at 0800 hours on the shift immediately following the shift that they are working, shall not be eligible for the two-hour minimum. In the event that the overtime/shift replacement period is cancelled or curtailed, the employees shall be paid only for the actual time worked.

g. Overtime/Shift Replacement Hours-Conversion Rate Factor – An employee regularly assigned to a fifty-six (56) hour workweek schedule who works overtime/shift replacement on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a forty (40) hour workweek schedule shall be compensated at the overtime/shift replacement rate of time and one-half (1.5) times a 1.4 conversion rate factor for each overtime/shift replacement hour worked in the forty (40) hour position. In all other instances of overtime worked, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/shift replacement compensation at the 1.4 conversion rate factor.

(1) In addition to the paragraph above, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/shift replacement compensation based on conversion to a forty (40) hour workweek pay rate for assigned work which is a regular part of suppression line job functions that are not otherwise regularly assigned to forty (40) hour workweek schedule employees (e.g., including but not limited to, promotional interview boards, suppression line training, emergency medical technician training, light duty, and special projects or committees).

(2) An employee regularly assigned to a forty (40) hour workweek schedule who works overtime on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a fifty-six (56) hour workweek schedule, or assigned to a Strike or OES Team, shall be compensated at the overtime/shift replacement rate of time and one-half (1.5) divided by a 1.4 conversion rate factor for each overtime/shift replacement hour worked in the fifty-six (56) hour position. In all other instances of overtime/shift replacement worked, an employee regularly assigned to a forty (40) hour workweek schedule shall not be eligible for overtime/shift replacement compensation at the 1.4 conversion rate factor.

2. Compensatory Time-Off (CTO):

a. Employees on a fifty-six (56) hour work week may, when working a full 24-hour shift of overtime/shift replacement elect to accrue 36 hours ($24 \times 1.5 = 36$) of CTO. **Such employees may also accrue CTO for overtime/shift replacement of less than 12 hours.** Employees may only accrue a maximum of 120 hours in any given fiscal year. In the last pay period of each fiscal year, any

unused CTO may be carried over to the next fiscal year. This CTO carry over will then be applied towards the 408 ~~120~~-hour maximum accrual.

- b. Approval of requests for CTO should be secured not less than ten (10) hours in advance of the requested absence. However, in the event of an emergency the ten (10) hour notice may be waived with the approval of the Fire Chief or designee. Employees may not replace themselves when using CTO.
- c. Employees assigned to a forty (40) hour work week may elect to accrue CTO at the time and one-half rate in lieu of cash payment for overtime worked, to a maximum balance of one hundred eight ~~twenty~~ (408 ~~120~~) hours. Use of available CTO by forty (40) hour employees shall be requested and approved by the employee's supervisor. In the last pay period of each fiscal year, any unused CTO may be cashed out by the department at the base/straight time rate of pay.
- ~~d. The Association President, Vice President, and/or Secretary-Treasurer may use CTO, vacation or holiday, for Association business.~~
 - ~~(1) The specified Association officers shall have the option of drawing the final two annual vacation periods of the fiscal year, or of drawing vacation periods according to the guidelines for all employees.~~
 - ~~(2) All vacation and/or holiday leave that is taken for Association business will be deducted from the association officers scheduled leave period(s). The assigned period from which the time will be deducted will be at the discretion of the Association officer, subject to subsection (3) below.~~
 - ~~(3) In the event the time previously taken is not specified one month prior to the Association officers' next scheduled vacation period, the time previously taken will be deducted from that vacation period.~~
 - ~~(4) Only time earned in the previous year may be taken for Association business in the following year.~~
- e. Firefighters may conduct outside employment when on CTO status.
- f. Upon receipt of a written request, employees shall obtain cash payment of CTO accrued within the fiscal year it was earned at the

base/straight time rate in effect at the time of request. Payment will be included with the firefighter's regular paycheck for the pay period following that in which the written request was received by the department. All CTO cash payment requests must be received prior to the last pay period of any given fiscal year. Accrued CTO carried over from one fiscal year to the next shall not be cashed out, but must be taken as CTO.

3. Specialty Team Premium Pay:

There shall not be any stacking of Specialty Team premium pay or staff position assignment premium pays except for Team Coordinator pay as outlined below. Employees who qualify to receive more than one of these types shall receive only the largest of these premium pay amounts.

The selection of assignment to a Specialty Team shall be accomplished by solicitation of interested personnel. The rank/ranks of personnel shall be determined by the staffing needs of the Specialty Team. Personnel that express an interest shall be evaluated during a selection process and appointed to the Specialty Team based on the results of that process.

When applicable, personnel selected for a Specialty Team shall attend applicable specialized training recognized and approved by the Fire Chief or designee at a site designated by the City. The cost of this training shall be at the City's expense. Employees will be required to complete required training in order to be eligible for premium pay.

a. Hazardous Material Response Team (HMRT) Premium Pay

- (1) Personnel must be certified as a Hazardous Materials Technician or Specialist and must choose to be assigned to the designated Hazardous Materials station(s) for a minimum period of two years from the date of such appointment. In order to continue to remain eligible for HMRT premium pay, team members must attend any combination of 36 hours of approved continuing education classes or HMRT meetings in a rolling year and the successful completion of a Hazardous Materials physical provided by the City. The City agrees to provide a minimum 56 hours of training or HMRT meetings during that rolling year.
- (2) Fire Department Administration reserves the right to deny and/or terminate existing HMRT status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.

- (3) The Fire Department Administration will endeavor to maintain a minimum HMRT staffing level of 9 Fire Captains, 12 Firefighter Specialists and 6 Firefighters. Fire Administration shall attempt to maintain a minimum daily HMRT staffing level of five (5) persons that are certified to the level of Hazardous Materials Technician or Specialist which will be assigned to the designated Hazardous Materials station(s).
- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for HMRT who are performing the duties required of the assigned team and, who have completed required training, possess a valid certification, and are members of the HMRT, shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

b. Staff Position Assignments

Employees who accept administrative staff assignments, as defined by the Chief or designee, shall receive ten percent (10%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable.

c. Urban Search and Rescue Team (US&R) Premium Pay

- (1) Personnel must be qualified as an Urban Search and Rescue (US&R) Technician and must choose to be assigned to the designated US&R station(s) for a minimum period of two (2) years from the date of such appointment. In order to continue to remain eligible for US&R premium pay, team members must meet department standards for qualification. The City agrees to provide a minimum of seventy-two (72) hours of on duty time for US&R training during that rolling year.
- (2) Fire Department administration reserves the right to deny and/or terminate existing US&R status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.

- (3) The Fire Department administration shall attempt to maintain a minimum daily US&R staffing level of five (5) persons that are qualified US&R technicians assigned to the designated US&R station(s) and a total of six (6) qualified US&R technicians on duty.
- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for USAR assignment who are performing the duties required of the assigned team and who have completed required training, possess a valid certification, and are members of the US&R, shall receive a three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

d. Aircraft Rescue and Firefighting (ARFF) Team Premium Pay

All personnel assigned to a specifically designated station on a permanent and/or day-to-day basis for ARFF assignment and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

e. Fire Investigation Team Premium Pay

All personnel, except for the Fire Investigation Unit Supervisor, assigned to the Fire Investigation Team on a permanent and/or day-to-day basis and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

f. Geographic Information Systems (GIS), Communications Team Premium Pay

Any other specialty team designated by the Chief assigned to a specifically designated Station (or assigned by the Chief) on a permanent and/or day-by-day basis, including Geographic Information Systems (GIS) and Communications Team shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

g. Team Coordinator Premium Pay

Employees assigned by the Chief as Team Coordinators on a permanent or day-by-day basis shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable, and is stackable with other premium pays.

4. Education Incentive Pay (EIP):

- a. Associate – Each employee who has been awarded an Associate Degree from an accredited institution of higher learning shall receive ~~seventy five dollars (\$75) per month, and effective January 1, 2012, shall receive one hundred dollars (\$100) per month.~~
- b. Bachelors – Each employee who has been awarded a Bachelors Degree from an accredited institution of higher learning shall receive ~~one hundred twenty five dollars (\$125) per month, and effective January 1, 2012, shall receive one hundred-fifty dollars (\$150) per month.~~
- c. Masters or Doctorate – Each employee who has been awarded a Masters or Doctorate Degree from an accredited institution of higher learning shall receive ~~two hundred dollars (\$200) per month, and effective January 1, 2012, shall receive two hundred-fifty dollars (\$250) per month.~~
- d. These EIP premiums are pensionable. The EIP premiums cannot be stacked with each other, but can be stacked with other premium pays.
- e. Honorary degrees or degrees which do not include a prescribed and completed course of study through an accredited institution of higher learning shall not be eligible for premium pay under these provisions. In order to be considered accredited, the accreditation must be received from the recognized list of accreditation associations of higher learning maintained by the U.S. Secretary of Education.
- f. Employees will receive the corresponding (EIP), prospectively, upon receipt by the Fire Department's payroll clerk and approval of sealed transcripts from the applicable accredited institution.

5. Certificate Premium Pay:

- a. Operations Certificate Premium Pay - ~~Effective January 1, 2012,~~ employees **Employees** holding a Hazardous Materials First Responder Operations Certificate from the California Specialized Training Institute; Firefighter I/II Certificates, a Rescue Systems I Certificate, a Confined Space Operations Certificate, and Driver Operator IA/IB Certificates from the California State Fire Marshal's Office shall receive fifty dollars (\$50) per month. (All of the above certificates are required in order to receive the fifty dollar (\$50) premium pay.)
- b. Certificate Premium Pay - Employees holding a Fire Officer Certificate from the Commission on Professional Credentialing or California State Fire Marshal's Office, and/or a Fire Instructor I Certificate, Training Instructor Certificate, and/or a Fire Investigator I Certificate from the California State Fire Marshal's Office shall receive \$75 per month, ~~and effective January 1, 2012, shall receive~~ one hundred dollars (\$100) per month.
- c. Special Certificate Premium Pay - Employees holding a Fire Instructor III Certificate, Training Officer Certificate, a Fire Investigator II Certificate and/or Fire-Arson Investigator Certificate from the California State Fire Marshal's Office shall receive \$150 per month, ~~and effective January 1, 2012, shall receive~~ one hundred seventy-five dollars (\$175) per month.
- d. Chief Officer/Executive Fire Officer Certificate - ~~Employees who have satisfactorily attained a Chief Officer Certificate through the Commission on Professional Credentialing, or the California State Fire Marshal's Office or the National Fire Academy shall receive one hundred fifty (\$150.00) per month. Effective January 1, 2012,~~ employees **Employees** who have satisfactorily attained a Chief Officer Certificate through the Commission on Professional Credentialing or the California State Fire Marshal's Office or an Executive Fire Officer Certificate through the National Fire Academy shall receive two hundred twenty-five dollars (\$225) per month.

Certificate premium pays in this section are pensionable. The Certificate premium pays are not stackable with each other, but are stackable with other premium pays.

6. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier of the City Fire and Police Retirement System.

- a. Bilingual certification examinations will be conducted once a year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.
 - (1) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (2) **Employees must be recertified every five (5) years. For current bilingual employees, the number of initial recertifications may be staggered.**
 - (3) Bilingual examination application deadlines are not appealable or grievable.
- b. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish, and Vietnamese languages.
- c. The bilingual premium pay rate for certified permanent employees is one hundred dollars (\$100) per month, regardless of how many languages for which an employee is certified.
 - (1) Certified employees may **shall** interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
 - (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be

to utilize department resources in the most efficient way possible.

- (3) Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

7. Acting

Due to the Fire Department's staffing requirements, effective immediately following approval of this MOU by the City, the department shall compensate personnel for acting four (4) hours or more in vacant positions in Suppression and Emergency Response units beginning with the first shift. Vacant positions are those as defined in the FMC. It is understood that the department does not intend to maintain vacant positions within such units however, vacant positions do occur in the above-mentioned units for varying periods of time due to absences of promotional lists and administrative delays in making appointments.

The Fire Department shall also compensate personnel for acting four (4) hours or more in non-vacant positions beginning with the first shift. It is understood these positions are being filled for absences due to illness, injury, special assignment, vacation, holiday, CTO, etc.

Compensation for acting to perform the duties of an absent employee, provisionally filling a vacant permanent position, an interim appointment or an appointment to a limited position shall be in accordance with the Fresno Municipal Code.

G. SICK LEAVE BENEFIT AT THE TIME OF ELECTION TO ENTER THE DEFERRED RETIREMENT OPTION PROGRAM (DROP) OR AT RETIREMENT

Effective September 25, 2007, a member of this Unit who enters Deferred Retirement Option Plan (DROP) shall have an amount equal to 50% of the number of the employee's remaining unused sick leave balance credited toward the computation of retirement benefits based on a fifty-six (56) hour workweek as if it were a one-time payment on the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.

Upon approval of this MOU by the Council, all employees of this unit who are participating in the DROP shall be credited the difference between the sick leave benefit credited upon entering the DROP and the sick leave benefit formula above applying the Alternative Definition of Average Compensation (Final Three Year Average Methodology) in FMC Section 3-302. These employees will also

be required to make a corresponding pension contribution for the difference in the sick leave benefit increase.

H. LEAVES

1. Holiday Leave

- a. Employees shall accrue, at the fifty-six (56) hour rate, thirteen (13) hours per month (this is equal to six and one-half (6.5) twenty-four (24) hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.
- b. Employees on a 56-hour week wishing to use holiday leave may do so in 4-hour to 24-hour increments in accordance with Administrative Manual 101.2 Constant Staffing Policy and shall provide a replacement of like rank to work the duration of their absence. The replacement shall be paid at the existing overtime rate and shall not be allowed to credit this time to CTO. It shall be the replacement's responsibility to work the agreed upon time period.
- c. ~~Effective immediately upon approval of this MOU by the City, all members agree to freeze holiday leave cash-out through June 30, 2012.~~
- c. Employees assigned to a 56-hour work week may request payment for up to 2.5 shifts of holiday leave balance annually. The payment will be at the straight time rate.
- d. If there are excess on-duty personnel, then holiday reliefs, at the department's option, may be relieved from their obligation to work. Relief of personnel under this subsection is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.
- e. ~~On or before May 1 of each year, administration will issue a special notice listing all employees who have remaining holiday leave, which is to be taken prior to July 1st of that year. This provision will expire upon implementation of new provision "h." below.~~
- f. ~~If holiday balances are not used within the appropriate fiscal year, the department may schedule the remaining balance at its own convenience. Holiday hours in excess of one hundred fifty six (156) hours may be paid off by the department at straight time at the applicable rate. This provision will expire upon implementation of new provision "h." below.~~

- e. Employees working a shift replacement while off on unscheduled holiday, may not apply the shift replacement hours to CTO.
- f. ~~Effective August 5, 2013, there~~ **There** shall be a monthly cap of one hundred fifty-six (156) hours of accumulated Holiday Leave. Any Holiday Leave due above this cap will be paid down to the employee automatically.
- ~~i. Effective immediately upon approval of this MOU by the City, each member agrees to relinquish twenty-four (24) hours of holiday leave.~~

2. Vacation Leave

- a. Annual vacation leave for employees in this Unit will be:

Years of Continuous Employment	Accrual Rate (shifts)	Accrual Rate (1 year)	Accrual Rate (2 year maximum)
Less than 10	6	144	288
More than 10 but less than 20	8	192	384
More than 20 but less than 30	10	240	480
More than 30	12	288	576

- b. Employees shall be allowed to draw vacation and holiday periods separately, by rank, by departmental seniority, subject to the provisions of the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy. This policy may be modified by mutual agreement of the parties.
- c. Employees with less than twenty (20) years shall not exceed accrual of three hundred sixty ~~eighty-four~~ **(360 384)** hours of vacation. Employees who have been continuously employed for ~~twenty (20) years but less than thirty (30) years~~ shall not exceed accrual of four hundred eighty (480) hours of vacation. Employees who have been continuously employed for thirty (30) years shall not exceed five hundred seventy six (576) hours of vacation.
- ~~d. An employee must have a sufficient balance of vacation leave to allow for split vacation periods. Vacation draw periods may be split~~

~~if an employee has accrued a minimum of 7.5 vacation shifts, and effective July 1, 2011, a minimum of 8 vacation shifts.~~

3. Sick Leave

- a. Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2 Constant Staffing Policy shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, Departmental policies and Administrative Manual 101.2 Constant Staffing Policy shall apply. The attendance/health incentive component detailed below also applies.

At service retirement employees working 40 hour work weeks who have used one hundred twelve (112) hours or less of sick leave and employees working 56 hour work weeks who have used one hundred sixty-eight (168) hours or less of sick leave (excluding hours used for Workers' Compensation benefits and/or protected leaves such as Family & Medical Leave and Family Sick Leave, and/or Bereavement Leave) in the 24 months preceding their date of retirement will be credited for all unused sick leave ~~in excess of 240 hours multiplied by forty percent (40%) of the employee's then current base rate of pay and effective immediately upon approval of this MOU by the City will be credited for all unused sick leave hours multiplied by fifty percent (50%) of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth below.~~

(b) Family Sick Leave

~~Employees assigned to a forty (40) hour work schedule shall be allowed up to seventy-two (72) hours of accrued sick leave per fiscal year for Family Sick Leave. Employees assigned to a fifty-six (56) hour work schedule shall be allowed up to seventy-two (72) hours of accrued sick leave per fiscal year for~~ **will be allowed to use up to half of annual sick leave accumulation for Family Sick Leave in accordance with California Labor Code 233.** Family Sick Leave shall be used only for those purposes defined in the California Labor Code 233. Use of Family Sick Leave shall be authorized and recorded by the Fire Chief or designee.

(c) Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee. The Fire Chief or designee shall notify the Personnel Director when any employee is granted such leave. Immediate family, as used in this subsection, shall include parent, spouse or registered domestic partner, natural or legally adopted child, brother, sister, mother-in-law and father-in-law.

4. Compensation for Unused Leave

Employees eligible to receive payment for any unused leave balances (i.e., holiday, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a fifty-six (56) hour (24-hour shift) basis.

I. HEALTH REIMBURSEMENT ARRANGEMENT

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 an HRA. 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 disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the HRA. Such "value" shall be determined as follows:

- ~~The number of accumulated sick leave hours in excess of 240 hours at the time of retirement, multiplied by forty percent (40%) of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section H. Subsection 3.~~
- ~~Effective immediately upon approval of this MOU by the City, the~~ The total number of all accumulated sick leave hours at the time of retirement, multiplied by fifty percent (50%) of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section H. Subsection 3.

- For the purpose of this benefit, the hourly base rate of pay for 56 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,912 hours.
- ~~For the purpose of this benefit, the hourly base rate of pay for 40 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,080 hours.~~

At the employer's option, the ~~The~~ HRA accounts **may** shall be book accounts only – no actual trust account shall 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) but not to be below zero.

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

J. JURY DUTY AND COURT TIME

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such reporting is impractical or would cause the employee to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Time - The payment of Court time shall be in accordance with FMC Section 3-109.

K. RELIEF

Employees assigned to an apparatus shall be relieved from duty when;

1. The shift ends at 0800 hours or,

2. All employees of the oncoming shift assigned to that apparatus at shift change have signed on duty or,
3. An individual employee has been specifically relieved.

L. ABSENT WITH RELIEF (AWR)

1. In accordance with Section 7 (P)(3) of the Fair Labor Standards Act as discussed in 29 CFR 553.31, and with the approval of the Fire Chief or his designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten-hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of his/her salary equal to the salary which will accrue to the requesting employee during his/her absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during his/her absence. Approved AWR's shall not be revoked by the City.
2. No employee shall take an AWR for the purpose of other employment, self-employment included.
3. Employees working AWR at a specialty station shall not be entitled to premium pay unless the Department requires the employee to work at that station for specialty staffing purposes.
4. AWR's are governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.

M. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive one hundred percent (100%) of the employee's full wages or salary in accordance with Labor Code 4850.
 - a. ~~Compensation for a work related injury or illness shall begin following the first three (3) days, or second twenty four (24) hour shift, 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 a work related injury or illness only if:~~
 - ~~(1) The employee is hospitalized as an inpatient for at least twenty-four (24) hours; or,~~
 - ~~(2) The employee is absent from work fourteen (14) days or more; or,~~
 - ~~(3) The employee is placed on light duty at any time during the first three (3) days, or second twenty-four (24) hour shift.~~
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 toward the three (3) day exclusion period; however, this time shall be recorded as work related injury/illness absence.~~
3. ~~At the employee's option, in the event work related injury/illness pay from the City is not provided during the first three (3) days of absence, or by the second twenty four (24) hour shift, due to the work related injury or illness, the employee may take sick leave, vacation, holiday, or compensatory time off (CTO) for that period.~~
4. ~~If the employee opts to use sick leave, vacation, holiday, or CTO for the first three (3) days, or by the second twenty four (24) hour shift, 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.~~
2. If the employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, holiday, or CTO shall be restored within thirty (30) calendar days of such determination, provided the employee has submitted all necessary

documents relevant to the Workers' Compensation claim and the employee placed on work related injury/illness leave as provided herein.

3. If an employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, holiday, or CTO shall not be restored and the absence will be considered as outlined in Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy.
4. Retirement benefits shall not be reduced as a result of compensation paid at the one hundred percent (100%) rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
5. Taxes shall not be withheld on compensation at the one hundred percent (100%) rate which is paid due to an injury or illness sustained in the course and scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the provisions of subsection 1. above regarding salary shall be of no force and effect.
6. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

N. STARTING STEPS WHEN PROMOTED

~~Effective immediately upon approval of this MOU by the City, Firefighters and Firefighter Specialist promoted to the class of Fire Captain shall be appointed to the salary range step assuring a five percent (5%) pay increase. Firefighters promoted to the class of Firefighter Specialist shall be appointed to the salary range step assuring a five percent (5%) pay increase. This modification, however, excludes those employees named on the Captain's List certified by the Department of Personnel Services on April 23, 2009, for the duration of the list. The employees promoted from this list will be appointed to the E step of the salary range.~~

O. TRANSFERS

The Fire Department administration shall maintain policies and procedures that regulate transfer processes. Transfer policies and procedures are governed by Fresno Fire Department Administrative Manual 101.3 Transfer, and may be modified by mutual agreement between the Association and the Fire Chief. When all other considerations are equal, seniority shall be the major factor in making

transfers; however, the needs of the service shall be paramount in determining the employee to be transferred from one shift to another or from one station to another, as determined by the Fire Chief or designee.

P. TEMPORARY REASSIGNMENTS

1. A temporary reassignment is defined as the reassignment of an employee, typically for a 24-hour period, in order for the department to meet daily staffing requirements. Although temporary reassignments may extend past the typical 24-hour period, in no case is a temporary reassignment intended to become a permanent transfer. Whenever possible, seniority should be considered.
2. **Compensation for use of a personal vehicle shall be in accordance with Fire Administrative Manual Section 108.2 – Mileage Reimbursement.**

Q. THREE PERSONS FOR 2 HOURS

If staffing on an engine or truck company falls below three (3) for more than two (2) hours, the unit will be placed out of service and employees will be reassigned to other equipment or stations.

R. FIRE SUPPRESSION SERVICE DELIVERY

1. The City intends for the members of this Unit to be the providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Reduction in staffing levels shall be accomplished by attrition for those employees in Unit 5 and any employees in Unit 10 who may be placed in Unit 5 who are employed by the City as of June 30, 2011. Any employee hired on or after July 1, 2011 is subject to layoff provisions of the Fresno Municipal Code, including release from employment.

2. Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

S. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act handbook.

T. HOURS OF WORK AND SCHEDULES

1. The workweek for the City for 5/8 and 4/10 schedules begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8 and or 4/10 with that of a twenty-four (24) hour schedule, or vice versa, utilizes a conversion factor of 1.4.
2. 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.
3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.
 - a. Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8 or 4/10 workweek schedule, or combination thereof, or a 9/80 workweek schedule. (Light duty is not considered temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.
 - b. The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off

will be consecutive. Scheduling of days off is determined by management.

- c. For a 5/8 workweek schedule, hours worked in excess of eight hours for a regular work day, or for all hours worked on a first day off, are compensated at one and one-half times the base/straight time rate of pay, and at two times the base/straight time rate of pay for the second day off. For a 4/10 workweek schedule, hours worked in excess of ten hours for a regular work day, or for all hours worked on either both of the first two days off are compensated at one and one-half times the base/straight time rate of pay, and at two times the bases/straight time rate of pay for the third day off.

For a 9/80 work week schedule, hours worked in excess of 9 hours for a regular workday scheduled for 9 hours or in excess of 8 hours on a regular calendar workday scheduled for 8 hours will be compensated at one and one-half time the regular rate of pay. For scheduled days off, work on two consecutive regular days off will be paid in accordance with 5/8 workweek schedules above, while work on the three consecutive regular days off will be paid in accordance with 4/10 workweek schedules above.

- d. An employee working on 5/8, 9/80 or 4/10 schedule who is required to and does work on a holiday which is a regularly scheduled workday, will receive the employee's base/straight time rate of pay.
- e. Leave requests to take a holiday off are required for all hours requested that day. Leave requests for all time off are processed utilizing a conversion factor of 4-5-1.4.

Personnel assigned to a 40 hour schedule may take holiday leave in any increment of time.

- f. Personnel assigned to a 40 hour schedule may work a holiday by requesting and receiving prior approval from their immediate supervisor.
5. **The 2/4 schedule shall be the normal work schedule for employees on a 56 hour work week. The 2/4 schedule will consist of two 24-hour worked back to back, with four shifts off (e.g. AABBCCAABBCC). All transfers and movement of relief personnel in such manner as to avoid having employees work greater than 72 consecutive hours.**

ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. Headings:

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of this MOU.

B. References/Citations:

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or City ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters) in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX

SAVING CLAUSE/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 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 regarding all 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 specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. 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.

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Milias-Brown Act, Government Code Section 3500, *et seq.*

ARTICLE X

TERMINATION

This MOU shall be in full force and effect from ~~July 1, 2009~~ **August 5, 2013**, through ~~June 30, 2012~~ **June 30, 2016**, subject to the Sections A., B. and C. below.

- A. This MOU shall be 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 the 30th day of June, ~~2012~~ **2016**.
- 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 such modification 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 such 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 specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes 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 this _____ day of _____, 2014.

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:**

FOR THE CITY OF FRESNO:

PETE FLORES
President, IAFF Local 753

JONATHAN HOLTZMAN, Esq.
Special Counsel

BRAD DRISCOLL
Fire Captain

KENNETH PHILLIPS
Labor Relations Manager

DEAN SANDERS
Firefighter Specialist

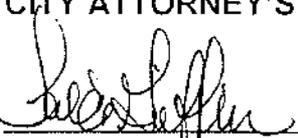
LORI NAJERA
Sr. Human Resources Analyst

KIRK WANLESS
Fire Captain

STEVEN SHUBIN
Senior Accountant-Auditor

CHERYL CARLSON
Management Analyst III

BURKE DUNPHY, Esq.
Special Counsel

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
Supervising Deputy City Attorney

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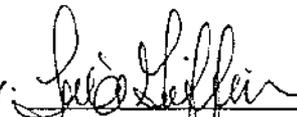
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CITY ATTORNEY'S OFFICE

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Supervising Deputy City Attorney

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Special Counsel

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 

Supervising Deputy City Attorney

EXHIBIT I - SALARIES

Table I Non Management Fire Unit 5 Salaries - Effective August 5, 2013						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.61 per hour					
Firefighter Trainee**	4424					
Firefighter	4916	5161	5421	5691	5977	6278
Firefighter Specialist	5506	5780	6071	6373	6692	7027
Fire Captain	6145	6453	6776	7116	7472	7847
Fire Investigation Unit Supervisor	6145	6453	6776	7116	7472	7847

Table II Non Management Fire Unit 5 Salaries - Effective January 1, 2016 (2.5% increase)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	17.03 per hour					
Firefighter Trainee**	4535					
Firefighter	5039	5291	5557	5834	6127	6435
Firefighter Specialist	5644	5925	6223	6533	6860	7203
Fire Captain	6299	6615	6946	7294	7659	8044
Fire Investigation Unit Supervisor	6299	6615	6946	7294	7659	8044

* upon graduation of the Academy until appointed to rank of Firefighter

** while attending the City of Fresno Fire Department Academy

**IAFF, Local 753, MOU Article VII H. 1.h
Special Circumstances**

EXHIBIT II

1. Effective August 5, 2013, there shall be a monthly cap of three hundred twelve (312) hours of accumulated Holiday leave for the President, Vice-President, and Secretary/Treasurer for IAFF, Local 753. The three hundred twelve (312) hour accrual balance cap for these elected officer's shall remain for a period of one year after the conclusion of their term of office after which any excess over one hundred fifty-six (156) hours shall be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. Employee ID and names subject to this 312 accrual cap maximum for IAFF officers as of August 5, 2013 are:

05131 - Short, Craig 00092 - Wanless, Kirk 08257 - Sanders II, Royce D
06405 - Flores, Pete

2. The employee listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented on August 5, 2013. This employee shall exhaust holiday hours at the rate of no less than three hundred twelve (312) hours per fiscal year until this bank of hours is exhausted. If less than 312 holiday hours are taken off in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employee and is not applicable to any other employees of IAFF, Local 753.

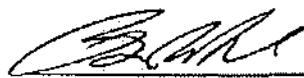
02624 – Smith, Gerald

3. The employees listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented August 5, 2013. In consideration that these employees were accruing holiday balances in anticipation of entering the DROP program and that maintaining these accrued balances is no longer required for the DROP calculation, these employees shall be afforded an opportunity to exhaust excess holiday hours. The below employees shall exhaust any holiday excess hours above 156 cap at the rate of no less than 312 hours per fiscal year (or the pro-rated equivalent based on the individuals excess hours) until the holiday balance is at or below the 156 hour holiday cap threshold, at which time the employee will be subject to the automatic holiday cashout provisions from that time forward. If less than 312 holiday hours (or pro-rated equivalent) are taken in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employees and is not applicable to any other employees of IAFF, Local 753. The department will monitor leave usage and notify Payroll when to begin applying MOU Article VII H. 1. h. Employees Excluded from Local 753, MOU Article VII H. 1. H at August 5, 2013 are:

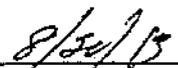
04037 – Reitz, Randall 01066 – Webster, Roy
00098 – Young, Gary

4. Employee 04335 will NOT be subject to the automatic holiday cashout as this employee has been acting in a U10 Battalion Chief position pending approval to fill the position on a permanent basis.

04335 – French, Lawrence



City Manager



Date

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

FRESNO CITY FIREFIGHTERS ASSOCIATION
LOCAL No. 753
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
A.F.L. - C.I.O.
(Non-Management Fire - Unit 5)

AUGUST 5, 2013 TO JUNE 30, 2016

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LEGEND

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

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ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 753, International Association of Firefighters, AFL-CIO, (Non-Management Fire – Unit 5) hereinafter referred to as the Association, has as its purpose: to establish wages, hours, and other terms and conditions of employment for the members of this Unit.

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 Sections 3-101, 3-202, 3-301, and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used 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 which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), applicable provisions of the Public Employment Relations Board (PERB), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), the Fire Fighters Procedural Bill of Rights Act (FBOR), 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, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 3-604. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Non-Management Fire Unit, hereinafter Unit, 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 Unit.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to, and be exercised by, all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

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.
2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1. are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council approved MOU.
3. 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.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

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ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals * * *. In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse * * *. **MOU negotiations may be initiated at the request of either party as early as six (6) months preceding expiration of the MOU, but in any case, shall commence no later than four (4) months preceding expiration of the MOU.**

B. RECOGNITION OF UNIT DESCRIPTION

The Non-Management Fire Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the following classes, listed in Exhibit 5 of the current salary resolution, as such Unit may be modified from time to time pursuant to the provisions of the FMC:

Firefighter Trainee
Firefighter
Firefighter Specialist
Fire Captain
Fire Investigation Unit Supervisor

C. FIREFIGHTER TRAINEE PROGRAM

1. Classification

- a. The City has created a job classification titled Firefighter Trainee. The Fire Department may hire a maximum of ten (10) additional Firefighter Trainees above the number of vacancies that exist in the Firefighter Class. Employees assigned to a Firefighter Trainee position cannot attain permanent status.
- b. A Firefighter Trainee shall be trained in and shall perform the various duties typical of a Firefighter, with the exception that the Firefighter Trainee shall not perform fire suppression or medical aid duties prior to appointment as a Firefighter. A Firefighter Trainee may assist in fire inspections, apparatus maintenance and repairs or other duties as assigned.

2. Recruitment and Retention

- a. Employees occupying the Firefighter Trainee allocated positions shall be required to attend and participate in the City of Fresno Fire Department Academy prior to promotion to the rank of Firefighter.
- b. Upon successful completion of the City of Fresno Fire Department Academy, a Firefighter Trainee shall be promoted to a Firefighter position if a vacancy exists. Firefighter Trainees offered a position in the absence of a vacancy will be made aware of their hiring order. Promotions will be made and be based upon the order in which the Firefighter Trainee was hired.
- c. If, upon successful completion of the City of Fresno Fire Department Academy, there are no Firefighter vacancies, the remaining Firefighter Trainees shall remain in such class until a position becomes vacant.
- d. While serving in a Firefighter Trainee position, the Trainee can be terminated for the good of the service.

3. Compensation and Benefits

- a. Employees assigned to the Firefighter Trainee position shall be compensated at the rate of ninety percent (90%) of an A Step Firefighter while attending the City of Fresno Fire Department Academy * * * **and shall continue to be compensated at that rate** until appointed to rank of Firefighter.
- b. Employees assigned to the Firefighter Trainee position shall be assigned to a forty (40) hour workweek beginning on Monday at 12:01 a.m. and ending on Sunday at midnight. Employee's daily work schedules may be adjusted to accommodate training provided by the Fire Department.
- c. Employees assigned to the Firefighter Trainee position shall be compensated at the overtime rate of time and one-half (1.5) their regular rate of pay for any work over forty (40) hours in a work week. Upon completion of the City of Fresno Fire Department Academy and when assigned to a 56 hour position, Compensatory Time Off (CTO) balances for Firefighter Trainees will be converted to a 56 hour accrual rate.
- d. Employees assigned to the Firefighter Trainee position shall be entitled to all benefits afforded to the Firefighters.

- e. Employee retirement contributions plus interest associated with the contributions would be refunded if the Firefighter Trainee leaves the Fire Department at the completion of the period noted in 2.d., above.

D. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other 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, opinions, and proposals * * *.

E. 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.

F. INFORMATION TO ASSOCIATION

1. The City shall provide to the Association:
 - a. Changes to the Salary Resolution.
 - b. Changes to Job Specifications for classes in this Unit.
 - c. Changes to the Administrative Order Manual that effect employees in this Unit.
2. The Fire Department shall provide:
 - a. Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.
 - b. An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

G. LEAVE FOR ASSOCIATION BUSINESS BY UNION OFFICERS

1. The Association President, Vice-President, and/or Secretary-Treasurer may use CTO, vacation or holiday, for Association business.
 - a. The specified Association officers shall have the option of drawing the final two annual vacation periods of the fiscal year, or of drawing vacation periods according to the guidelines for all employees.
 - b. All vacation and/or holiday leave that is taken for Association business will be deducted from the Association officers scheduled leave period(s). The assigned period from which the time will be deducted will be at the discretion of the Association officer, subject to subsection (c) below.
 - c. In the event the time previously taken is not specified one month prior to the Association officers' next scheduled vacation period, the time previously taken will be deducted from that vacation period.
 - d. The side letter executed on August 20, 2013 entitled "*IAFF, Local 753, MOU Article VII.H.1.h, Special Circumstances*" is attached as Exhibit 2 hereto.

H. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.
2. Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers-Milias-Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.
3. Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work stoppage is protected activity and will not subject the employee to disciplinary action **to the extent such participation does not violate Section 1962 of the California Labor Code.**

I. BULLETIN BOARDS

The Association may use designated portions of City Bulletin Boards in City Facilities in which members of this Unit are on duty.

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ARTICLE V

SCOPE OF REPRESENTATION AND GRIEVANCES

A. GENERAL

1. "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 FMC Section 3-604, and City rights as set forth in FMC Section 3-605 (a), are excluded from the scope of representation.
2. The Association is the exclusive representative of all employees within the Unit.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing policy, practice, written City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge, fact-finding procedure, or as outlined below.
2. A written grievance must set forth the rule, regulation, policy or specific section of the MOU claimed to have been violated, must describe the specific incident or circumstances of the alleged violation, and specify the remedy sought or it will be returned to the grievant for appropriate completion before being processed. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. The Committee will be bound by the agreement of the parties regarding timeliness.
3. The Association may represent employees covered by this MOU on a grievance under the grievance procedure.
4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.

5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- a. The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor or designee before a written grievance may be filed.
 - (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed, with a copy being sent to the Labor Relations Division, within twenty-one (21) calendar days from the time the employee becomes aware or should have become aware of the issue or incident giving rise to the problem.
 - (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.

Step Two

- a. Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may, within nine (9) calendar days, file an appeal to the department head or designee. The department head or designee shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- b. The City, the grievant, and/or the Association may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Grievance Advisory Committee when the issue is one over which the grievant's supervisor or department head has no jurisdiction.

Step Three

- a. If the grievant is not satisfied with the decision of the department head or designee, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the department head's or designee's decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be referred to the Association for review and recommendations before it is delivered to the Labor Relations Division.
- b. The City, the grievant, and/or the Association may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of the grievance are automatically extended as long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City, the grievant, and/or half by the Association.

Step Four

- a. The Grievance Advisory Committee shall be composed of (3) three members: one selected by the Association, one selected by the City and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.
- b. From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.
- c. The neutral and Grievance Advisory Committee shall be bound by the language of the MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The neutral and Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral and Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of

back wages or benefits to a date prior to the date of the incident which gave rise to the grievance.

- d. The Grievance Advisory Committee shall conduct a hearing, and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

Step Five

The City Manager or designee shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.

6. Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
7. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

C. USE OF HEARING OFFICER IN DISCIPLINARY ACTION INITIATED BY CITY

Members may elect the alternative appeal procedure before a hearing officer instead of a hearing before the Civil Service Board, as provided in FMC Section 3-283.

D. IN LIEU OF SUSPENSION

By mutual agreement between the Chief or designee and the affected employee, an employee suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation credits equal to the number of hours of suspension in lieu of the suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the appropriate amount of forfeited credits. This provision is not subject to the grievance procedure.

ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a service fee. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.
2. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure except that any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section 3-620, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card.
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association for the duration of this MOU. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to

the City, and give the employee an opportunity to respond within thirty (30) days. Certification shall be in the form of a letter from the Association to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If a member in the Unit desires to revoke a dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card.

Dues Deduction Authorization and Revocation cards are available at the Finance Department, Payroll, and the Personnel Services Department.

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated in such authorization.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The Association 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 a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the City the amount which would have been deducted if the member had been in a pay status during the pay period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

D. DUES DEDUCTION

1. The deduction check covering all such deductions shall be transmitted to: Fresno City Firefighters Association Local #753, 710 R Street, Fresno, California 93721, or such address as may be provided to the City by the Association.
2. The deduction check shall be made in favor of:

Fresno City Firefighters Association Local #753.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

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

B. SALARIES

1. Effective August 5, 2013 through December 31, 2015, salaries shall be those reflected in Exhibit I, Table I, attached hereto and incorporated by reference. **Effective January 1, 2016 * * ***, salaries shall be increased by two and one-half percent * * *(2.5%) **as reflected in Exhibit I, Table II, attached hereto and incorporated by reference.**

§ deleted

2. The City will contribute \$36.00 per employee per pay period to the City's Deferred Compensation plan. In order for employees to receive this benefit the employee must personally enroll in the Deferred Compensation plan by contacting the deferred compensation administrator (Fidelity) and the Fire Department's payroll clerk and authorizing a contribution of at least thirty-six dollars (\$36.00) per pay period. This benefit is not pensionable, and payment will be prospective from the point of enrollment. **Notwithstanding any of the above, the City will not contribute to the to the Deferred Compensation plan beginning February 10, 2014. The City will resume payment of its contribution to the Deferred Compensation plan beginning on June 29, 2015.**

C. PENSION CONTRIBUTION

The following applies to an employee's pension contribution:

1. Pension Contribution: Effective **February 10, 2014 * * ***, the City will **discontinue** paying two percent (2%) of the employee's pension contribution. * * *

§§ deleted

2. **Effective February 10, 2014, employees in Unit 5 shall make an additional contribution equal to one percent (1%) of their pensionable compensation to the City of Fresno Fire and Police**

Retirement System, reducing the City normal 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 to the City of Fresno Fire and Police Retirement System. The employee shall have no option to receive the 1% contribution in cash. The 1% 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.

§§ deleted

D. HEALTH AND WELFARE

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 March 1, 2014 the City's contribution will be * * * eight hundred dollars (\$800) toward the premium established by the Fresno City Employees Health and Welfare Trust Board. Employees may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.**

Effective July 1, 2014, the City's contribution will increase by forty dollars (\$40) or the amount of increase in monthly health care premiums, whichever is less.

Effective July 1, 2015, the City's contribution will increase by forty-two dollars (\$42) or the amount of increase in monthly health care premiums, whichever is less.

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 (including maintenance of percentage contributions) the City, upon the Association's request, will match that benefit.

The City and the Association shall meet and confer on proposed modifications to the Health and Welfare Trust; and proposed alternative health plans. The process may include other represented bargaining units. It is understood that the continuation of the Side Letter on the Health & Welfare Trust dated February 24, 2009 shall be included in this process.

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.

E. UNIFORM ALLOWANCE

Employees shall receive one thousand one hundred dollars (\$1,100) per year as a uniform purchase and maintenance allowance, and paid in semi-annual installments on the last pay period in December and June. Employees shall be responsible for purchase of safety shoes and turn out boots in accordance with the Department's policies.

F. OVERTIME/SHIFT REPLACEMENT, COMPENSATORY TIME OFF AND PREMIUM PAY

1. Overtime/Shift Replacement:

- a. Overtime/Shift Replacement hiring is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties. Voluntary/non-voluntary overtime/shift replacement shall be processed on a rank-for-rank basis. If insufficient personnel are available, the overtime/shift replacement will be **made available** to the next lower rank.
- b. Payment of overtime/shift replacement worked shall be at the rate of time and one-half.
- c. Employees will be compensated for training and travel time pursuant to the provisions of the Fair Labor Standards Act and City Administrative Orders.
- d. Employees on vacation or holiday time may be permitted to work available overtime/shift replacement **in accordance with the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy * * ***
- e. Upon return to the fire station by a crew which has been held over past its normal relief time (i.e., 0800 hours), crew members shall perform those duties necessary to be performed prior to being

relieved from duty, as determined by the company commander. The time required for performance of such duties shall be compensated at the applicable overtime/shift replacement rate. The department may promulgate such rules and regulations as may be necessary to provide guidelines for activities required to be performed prior to relief.

- f. Off-duty employees reporting to work to fill a roster position outside of their regularly scheduled work shift shall be paid a minimum of two hours at the overtime/shift replacement rate of pay.

On-duty employees who have previously agreed to work overtime, which commences at 0800 hours on the shift immediately following the shift that they are working, shall not be eligible for the two-hour minimum. In the event that the overtime/shift replacement period is cancelled or curtailed, the employees shall be paid only for the actual time worked.

- g. Overtime/Shift Replacement Hours-Conversion Rate Factor – An employee regularly assigned to a fifty-six (56) hour workweek schedule who works overtime/shift replacement on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a forty (40) hour workweek schedule shall be compensated at the overtime/shift replacement rate of time and one-half (1.5) times a 1.4 conversion rate factor for each overtime/shift replacement hour worked in the forty (40) hour position. In all other instances of overtime worked, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/shift replacement compensation at the 1.4 conversion rate factor.
 - (1) In addition to the paragraph above, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/shift replacement compensation based on conversion to a forty (40) hour workweek pay rate for assigned work which is a regular part of suppression line job functions that are not otherwise regularly assigned to forty (40) hour workweek schedule employees (e.g., including but not limited to, promotional interview boards, suppression line training, emergency medical technician training, light duty, and special projects or committees).
 - (2) An employee regularly assigned to a forty (40) hour workweek schedule who works overtime on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a fifty-six (56) hour

workweek schedule, or assigned to a Strike or OES Team, shall be compensated at the overtime/shift replacement rate of time and one-half (1.5) divided by a 1.4 conversion rate factor for each overtime/shift replacement hour worked in the fifty-six (56) hour position. In all other instances of overtime/shift replacement worked, an employee regularly assigned to a forty (40) hour workweek schedule shall not be eligible for overtime/shift replacement compensation at the 1.4 conversion rate factor.

2. Compensatory Time-Off (CTO):

- a. Employees on a fifty-six (56) hour work week may, when working a full 24-hour shift of overtime/shift replacement elect to accrue 36 hours ($24 \times 1.5 = 36$) of CTO. **Such employees may also accrue CTO for overtime/shift replacement of less than 12 hours.** Employees may only accrue a maximum of * * * **120** hours in any given fiscal year. In the last pay period of each fiscal year, any unused CTO may be carried over to the next fiscal year. This CTO carry over will then be applied towards the * * * **120**-hour maximum accrual.
 - b. Approval of requests for CTO should be secured not less than ten (10) hours in advance of the requested absence. However, in the event of an emergency the ten (10) hour notice may be waived with the approval of the Fire Chief or designee. Employees may not replace themselves when using CTO.
 - c. Employees assigned to a forty (40) hour work week may elect to accrue CTO at the time and one-half rate in lieu of cash payment for overtime worked, to a maximum balance of one hundred * * * **twenty** (* * * **120**) hours. Use of available CTO by forty (40) hour employees shall be requested and approved by the employee's supervisor. In the last pay period of each fiscal year, any unused CTO may be cashed out by the department at the base/straight time rate of pay.
- §§ deleted
- e. Firefighters may conduct outside employment when on CTO status.
 - f. Upon receipt of a written request, employees shall obtain cash payment of CTO accrued within the fiscal year it was earned at the base/straight time rate in effect at the time of request. Payment will be included with the firefighter's regular paycheck for the pay period following that in which the written request was received by the

department. All CTO cash payment requests must be received prior to the last pay period of any given fiscal year. Accrued CTO carried over from one fiscal year to the next shall not be cashed out, but must be taken as CTO.

3. Specialty Team Premium Pay:

There shall not be any stacking of Specialty Team premium pay or staff position assignment premium pays except for Team Coordinator pay as outlined below. Employees who qualify to receive more than one of these types shall receive only the largest of these premium pay amounts.

The selection of assignment to a Specialty Team shall be accomplished by solicitation of interested personnel. The rank/ranks of personnel shall be determined by the staffing needs of the Specialty Team. Personnel that express an interest shall be evaluated during a selection process and appointed to the Specialty Team based on the results of that process.

When applicable, personnel selected for a Specialty Team shall attend applicable specialized training recognized and approved by the Fire Chief or designee at a site designated by the City. The cost of this training shall be at the City's expense. Employees will be required to complete required training in order to be eligible for premium pay.

a. Hazardous Material Response Team (HMRT) Premium Pay

- (1) Personnel must be certified as a Hazardous Materials Technician or Specialist and must choose to be assigned to the designated Hazardous Materials station(s) for a minimum period of two years from the date of such appointment. In order to continue to remain eligible for HMRT premium pay, team members must attend any combination of 36 hours of approved continuing education classes or HMRT meetings in a rolling year and the successful completion of a Hazardous Materials physical provided by the City. The City agrees to provide a minimum 56 hours of training or HMRT meetings during that rolling year.
- (2) Fire Department Administration reserves the right to deny and/or terminate existing HMRT status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.
- (3) The Fire Department Administration will endeavor to maintain a minimum HMRT staffing level of 9 Fire Captains,

12 Firefighter Specialists and 6 Firefighters. Fire Administration shall attempt to maintain a minimum daily HMRT staffing level of five (5) persons that are certified to the level of Hazardous Materials Technician or Specialist which will be assigned to the designated Hazardous Materials station(s).

- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for HMRT who are performing the duties required of the assigned team and, who have completed required training, possess a valid certification, and are members of the HMRT, shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

b. Staff Position Assignments

Employees who accept administrative staff assignments, as defined by the Chief or designee, shall receive ten percent (10%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable.

c. Urban Search and Rescue Team (US&R) Premium Pay

- (1) Personnel must be qualified as an Urban Search and Rescue (US&R) Technician and must choose to be assigned to the designated US&R station(s) for a minimum period of two (2) years from the date of such appointment. In order to continue to remain eligible for US&R premium pay, team members must meet department standards for qualification. The City agrees to provide a minimum of seventy-two (72) hours of on duty time for US&R training during that rolling year.
- (2) Fire Department administration reserves the right to deny and/or terminate existing US&R status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.
- (3) The Fire Department administration shall attempt to maintain a minimum daily US&R staffing level of five (5) persons that are qualified US&R technicians assigned to the designated

US&R station(s) and a total of six (6) qualified US&R technicians on duty.

- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for USAR assignment who are performing the duties required of the assigned team and who have completed required training, possess a valid certification, and are members of the US&R, shall receive a three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

d. Aircraft Rescue and Firefighting (ARFF) Team Premium Pay

All personnel assigned to a specifically designated station on a permanent and/or day-to-day basis for ARFF assignment and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

e. Fire Investigation Team Premium Pay

All personnel, except for the Fire Investigation Unit Supervisor, assigned to the Fire Investigation Team on a permanent and/or day-to-day basis and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

f. Geographic Information Systems (GIS), Communications Team Premium Pay

Any other specialty team designated by the Chief assigned to a specifically designated Station (or assigned by the Chief) on a permanent and/or day-by-day basis, including Geographic Information Systems (GIS) and Communications Team shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

g. Team Coordinator Premium Pay

Employees assigned by the Chief as Team Coordinators on a permanent or day-by-day basis shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable, and is stackable with other premium pays.

4. Education Incentive Pay (EIP):

- a. Associate – Each employee who has been awarded an Associate Degree from an accredited institution of higher learning shall receive * * * one hundred dollars (\$100) per month.
- b. Bachelors – Each employee who has been awarded a Bachelors Degree from an accredited institution of higher learning shall receive * * * one hundred-fifty dollars (\$150) per month.
- c. Masters or Doctorate – Each employee who has been awarded a Masters or Doctorate Degree from an accredited institution of higher learning shall receive * * * two hundred-fifty dollars (\$250) per month.
- d. These EIP premiums are pensionable. The EIP premiums cannot be stacked with each other, but can be stacked with other premium pays.
- e. Honorary degrees or degrees which do not include a prescribed and completed course of study through an accredited institution of higher learning shall not be eligible for premium pay under these provisions. In order to be considered accredited, the accreditation must be received from the recognized list of accreditation associations of higher learning maintained by the U.S. Secretary of Education.
- f. Employees will receive the corresponding (EIP), prospectively, upon receipt by the Fire Department's payroll clerk and approval of sealed transcripts from the applicable accredited institution.

5. Certificate Premium Pay:

- a. Operations Certificate Premium Pay - * * * **Employees** holding a Hazardous Materials First Responder Operations Certificate from the California Specialized Training Institute; Firefighter I/II Certificates, a Rescue Systems I Certificate, a Confined Space Operations Certificate, and Driver Operator IA/IB Certificates from

the California State Fire Marshal's Office shall receive fifty dollars (\$50) per month. (All of the above certificates are required in order to receive the fifty dollar (\$50) premium pay.)

- b. Certificate Premium Pay - Employees holding a Fire Officer Certificate from the Commission on Professional Credentialing or California State Fire Marshal's Office, and/or a Fire Instructor I Certificate, Training Instructor Certificate, and/or a Fire Investigator I Certificate from the California State Fire Marshal's Office shall receive * * * one hundred dollars (\$100) per month.
- c. Special Certificate Premium Pay - Employees holding a Fire Instructor III Certificate, Training Officer Certificate, a Fire Investigator II Certificate and/or Fire-Arson Investigator Certificate from the California State Fire Marshal's Office shall receive * * * one hundred seventy-five dollars (\$175) per month.
- d. Chief Officer/Executive Fire Officer Certificate - * * * **Employees** who have satisfactorily attained a Chief Officer Certificate through the Commission on Professional Credentialing or the California State Fire Marshal's Office or an Executive Fire Officer Certificate through the National Fire Academy shall receive two hundred twenty-five dollars (\$225) per month.

Certificate premium pays in this section are pensionable. The Certificate premium pays are not stackable with each other, but are stackable with other premium pays.

6. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier of the City Fire and Police Retirement System.

- a. Bilingual certification examinations will be conducted once a year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.
 - (1) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.

- (2) **Employees must be recertified every five (5) years. For current bilingual employees, the number of initial recertifications may be staggered.**
 - (3) Bilingual examination application deadlines are not appealable or grievable.
- b. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish, and Vietnamese languages.
 - c. The bilingual premium pay rate for certified permanent employees is one hundred dollars (\$100) per month, regardless of how many languages for which an employee is certified.
 - (1) Certified employees * * * **shall** interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
 - (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.
 - (3) Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

7. Acting

Due to the Fire Department's staffing requirements, effective immediately following approval of this MOU by the City, the department shall compensate personnel for acting four (4) hours or more in vacant positions in Suppression and Emergency Response units beginning with the first shift. Vacant positions are those as defined in the FMC. It is understood that the department does not intend to maintain vacant positions within such units however, vacant positions do occur in the above-mentioned units for varying periods of time due to absences of promotional lists and administrative delays in making appointments.

The Fire Department shall also compensate personnel for acting four (4) hours or more in non-vacant positions beginning with the first shift. It is understood these positions are being filled for absences due to illness, injury, special assignment, vacation, holiday, CTO, etc.

Compensation for acting to perform the duties of an absent employee, provisionally filling a vacant permanent position, an interim appointment or an appointment to a limited position shall be in accordance with the Fresno Municipal Code.

G. SICK LEAVE BENEFIT AT THE TIME OF ELECTION TO ENTER THE DEFERRED RETIREMENT OPTION PROGRAM (DROP) OR AT RETIREMENT

Effective September 25, 2007, a member of this Unit who enters Deferred Retirement Option Plan (DROP) shall have an amount equal to 50% of the number of the employee's remaining unused sick leave balance credited toward the computation of retirement benefits based on a fifty-six (56) hour workweek as if it were a one-time payment on the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.

Upon approval of this MOU by the Council, all employees of this unit who are participating in the DROP shall be credited the difference between the sick leave benefit credited upon entering the DROP and the sick leave benefit formula above applying the Alternative Definition of Average Compensation (Final Three Year Average Methodology) in FMC Section 3-302. These employees will also be required to make a corresponding pension contribution for the difference in the sick leave benefit increase.

H. LEAVES

1. Holiday Leave

- a. Employees shall accrue, at the fifty-six (56) hour rate, thirteen (13) hours per month (this is equal to six and one-half (6.5) twenty-four (24) hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.
- b. Employees on a 56-hour week wishing to use holiday leave may do so in 4-hour to 24-hour increments in accordance with Administrative Manual 101.2 Constant Staffing Policy and shall provide a replacement of like rank to work the duration of their absence. The replacement shall be paid at the existing overtime rate and shall not be allowed to credit this time to CTO. It shall be the replacement's responsibility to work the agreed upon time period.

§ deleted

- c. Employees assigned to a 56-hour work week may request payment for up to 2.5 shifts of holiday leave balance annually. The payment will be at the straight time rate.
- d. If there are excess on-duty personnel, then holiday reliefs, at the department's option, may be relieved from their obligation to work. Relief of personnel under this subsection is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.

§§ deleted

- e. Employees working a shift replacement while off on unscheduled holiday, may not apply the shift replacement hours to CTO.
- f. * * * There shall be a monthly cap of one hundred fifty-six (156) hours of accumulated Holiday Leave. Any Holiday Leave due above this cap will be paid down to the employee automatically.

§ deleted

2. Vacation Leave

- a. Annual vacation leave for employees in this Unit will be:

Years of Continuous Employment	Accrual Rate (shifts)	Accrual Rate (1 year)	Accrual Rate (2 year maximum)
Less than 10	6	144	288
More than 10 but less than 20	8	192	384
More than 20 but less than 30	10	240	480
More than 30	12	288	576

- b. Employees shall be allowed to draw vacation and holiday periods separately, by rank, by departmental seniority, subject to the provisions of the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy. This policy may be modified by mutual agreement of the parties.

- c. Employees with less than twenty (20) years shall not exceed accrual of three hundred * * * **eighty four (* * * 384)** hours of vacation. Employees who have been continuously employed for twenty (20) years but less than thirty (30) years shall not exceed accrual of four hundred eighty (480) hours of vacation. Employees who have been continuously employed for thirty (30) years shall not exceed five hundred seventy six (576) hours of vacation.

§§ deleted

3. Sick Leave

- a. Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2 Constant Staffing Policy shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, Departmental policies and Administrative Manual 101.2 Constant Staffing Policy shall apply. The attendance/health incentive component detailed below also applies.

At service retirement employees working 40 hour work weeks who have used one hundred twelve (112) hours or less of sick leave and employees working 56 hour work weeks who have used one hundred sixty-eight (168) hours or less of sick leave (excluding hours used for Workers' Compensation benefits and/or protected leaves such as Family & Medical Leave and Family Sick Leave, and/or Bereavement Leave) in the 24 months preceding their date of retirement will be credited for all unused sick leave * * * fifty percent (50%) of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth below.

(b) Family Sick Leave

Employees * * * **will be allowed to use up to half of annual sick leave accumulation for Family Sick Leave in accordance with California Labor Code 233.** Family Sick Leave shall be used only for those purposes defined in the California Labor Code **233**. Use of Family Sick Leave shall be authorized and recorded by the Fire Chief or designee.

(c) Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee. The Fire Chief or designee shall notify the Personnel Director when any employee is granted such leave. Immediate family, as used in this subsection, shall include parent, spouse or registered domestic partner, natural or legally adopted child, brother, sister, mother-in-law and father-in-law.

4. Compensation for Unused Leave

Employees eligible to receive payment for any unused leave balances (i.e., holiday, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a fifty-six (56) hour (24-hour shift) basis.

I. HEALTH REIMBURSEMENT ARRANGEMENT

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 an HRA. 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 disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the HRA. Such "value" shall be determined as follows:

§ deleted

- * * * The total number of all accumulated sick leave hours at the time of retirement, multiplied by fifty percent (50%) of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section H. Subsection 3.
- For the purpose of this benefit, the hourly base rate of pay for 56 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,912 hours.

§ deleted

At the employer's option, the * * * accounts may * * * be book accounts only – no actual trust account shall 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) but not to be below zero.

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

J. JURY DUTY AND COURT TIME

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such reporting is impractical or would cause the employee to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Time - The payment of Court time shall be in accordance with FMC Section 3-109.

K. RELIEF

Employees assigned to an apparatus shall be relieved from duty when;

1. The shift ends at 0800 hours or,
2. All employees of the oncoming shift assigned to that apparatus at shift change have signed on duty or,
3. An individual employee has been specifically relieved.

L. ABSENT WITH RELIEF (AWR)

1. In accordance with Section 7 (P)(3) of the Fair Labor Standards Act as discussed in 29 CFR 553.31, and with the approval of the Fire Chief or his designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten-hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of his/her salary equal to the salary which will accrue to the requesting employee during his/her absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during his/her absence. Approved AWR's shall not be revoked by the City.
2. No employee shall take an AWR for the purpose of other employment, self-employment included.
3. Employees working AWR at a specialty station shall not be entitled to premium pay unless the Department requires the employee to work at that station for specialty staffing purposes.
4. AWR's are governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.

M. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive one hundred percent (100%) of the employee's full wages or salary in accordance with Labor Code 4850.

§§ deleted

2. If the employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, holiday, or CTO shall be restored within thirty (30) calendar days of such determination, provided the employee has submitted all necessary documents relevant to the Workers' Compensation claim and the employee placed on work related injury/illness leave as provided herein.
3. If an employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, holiday, or CTO shall not be restored and the absence will be considered as outlined in Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy.
4. Retirement benefits shall not be reduced as a result of compensation paid at the one hundred percent (100%) rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
5. Taxes shall not be withheld on compensation at the one hundred percent (100%) rate which is paid due to an injury or illness sustained in the course and scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the provisions of subsection 1. above regarding salary shall be of no force and effect.
6. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

N. STARTING STEPS WHEN PROMOTED

* * * Firefighters and Firefighter Specialist promoted to the class of Fire Captain shall be appointed to the salary range step assuring a five percent (5%) pay increase. Firefighters promoted to the class of Firefighter Specialist shall be appointed to the salary range step assuring a five percent (5%) pay increase.
* * *

O. TRANSFERS

The Fire Department administration shall maintain policies and procedures that regulate transfer processes. Transfer policies and procedures are governed by Fresno Fire Department Administrative Manual 101.3 Transfer, and may be modified by mutual agreement between the Association and the Fire Chief. When

all other considerations are equal, seniority shall be the major factor in making transfers; however, the needs of the service shall be paramount in determining the employee to be transferred from one shift to another or from one station to another, as determined by the Fire Chief or designee.

P. TEMPORARY REASSIGNMENTS

1. A temporary reassignment is defined as the reassignment of an employee, typically for a 24-hour period, in order for the department to meet daily staffing requirements. Although temporary reassignments may extend past the typical 24-hour period, in no case is a temporary reassignment intended to become a permanent transfer. Whenever possible, seniority should be considered.
2. **Compensation for use of a personal vehicle shall be in accordance with Fire Administrative Manual Section 108.2 – Mileage Reimbursement.**

Q. THREE PERSONS FOR 2 HOURS

If staffing on an engine or truck company falls below three (3) for more than two (2) hours, the unit will be placed out of service and employees will be reassigned to other equipment or stations.

R. FIRE SUPPRESSION SERVICE DELIVERY

1. The City intends for the members of this Unit to be the providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Reduction in staffing levels shall be accomplished by attrition for those employees in Unit 5 and any employees in Unit 10 who may be placed in Unit 5 who are employed by the City as of June 30, 2011. Any employee hired on or after July 1, 2011 is subject to layoff provisions of the Fresno Municipal Code, including release from employment.

2. Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

S. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act handbook.

T. HOURS OF WORK AND SCHEDULES

1. The workweek for the City for 5/8 and 4/10 schedules begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8 and or 4/10 with that of a twenty-four (24) hour schedule, or vice versa, utilizes a conversion factor of * * * 1.4.
2. 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.
3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.
 - a. Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8 or 4/10 workweek schedule, or combination thereof, or a 9/80 workweek schedule. (Light duty is not considered temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.
 - b. The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off will be consecutive. Scheduling of days off is determined by management.

- c. For a 5/8 workweek schedule, hours worked in excess of eight hours for a regular work day, or for all hours worked on a first day off, are compensated at one and one-half times the base/straight time rate of pay, and at two times the base/straight time rate of pay for the second day off. For a 4/10 workweek schedule, hours worked in excess of ten hours for a regular work day, or for all hours worked on either both of the first two days off are compensated at one and one-half times the base/straight time rate of pay, and at two times the bases/straight time rate of pay for the third day off.

For a 9/80 work week schedule, hours worked in excess of 9 hours for a regular workday scheduled for 9 hours or in excess of 8 hours on a regular calendar workday scheduled for 8 hours will be compensated at one and one-half time the regular rate of pay. For scheduled days off, work on two consecutive regular days off will be paid in accordance with 5/8 workweek schedules above, while work on the three consecutive regular days off will be paid in accordance with 4/10 workweek schedules above.

- d. An employee working on 5/8, 9/80 or 4/10 schedule who is required to and does work on a holiday which is a regularly scheduled workday, will receive the employee's base/straight time rate of pay.
- e. Leave requests to take a holiday off are required for all hours requested that day. Leave requests for all time off are processed utilizing a conversion factor of * * * 1.4.

Personnel assigned to a 40 hour schedule may take holiday leave in any increment of time.

- f. Personnel assigned to a 40 hour schedule may work a holiday by requesting and receiving prior approval from their immediate supervisor.

- 5. **The 2/4 schedule shall be the normal work schedule for employees on a 56 hour work week. The 2/4 schedule will consist of two 24-hour worked back to back, with four shifts off (e.g. AABCCAABBCC). All transfers and movement of relief personnel in such manner as to avoid having employees work greater than 72 consecutive hours.**

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ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. Headings:

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of this MOU.

B. References/Citations:

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or City ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters) in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX

SAVING CLAUSE/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 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 regarding all 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 specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. 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.

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Milias-Brown Act, Government Code Section 3500, *et. seq.*

ARTICLE X

TERMINATION

This MOU shall be in full force and effect from * * * **August 5, 2013**, through * * * **June 30, 2016**, subject to the Sections A., B. and C. below.

- A. This MOU shall be 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 the 30th day of June, **2016** * * *.
- 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 such modification 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 such 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 specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes 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 this _____ day of _____, 2015.

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:**

FOR THE CITY OF FRESNO:

PETE FLORES
President, IAFF Local 753

JONATHAN HOLTZMAN, Esq.
Special Counsel

BRAD DRISCOLL
Fire Captain

KENNETH PHILLIPS
Labor Relations Manager

DEAN SANDERS
Firefighter Specialist

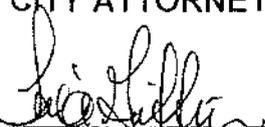
LORI NAJERA
Sr. Human Resources Analyst

KIRK WANLESS
Fire Captain

STEVEN SHUBIN
Senior Accountant-Auditor

CHERYL CARLSON
Management Analyst III

BURKE DUNPHY, Esq.
Special Counsel

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
Supervising Deputy City Attorney

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ASSOCIATION OF FIREFIGHTERS:

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Management Analyst III

BURKE DUNPHY, Esq.
Special Counsel

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: 

Supervising Deputy City Attorney

EXHIBIT I - SALARIES

Table I Non Management Fire Unit 5 Salaries - Effective August 5, 2013						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.61 per hour					
Firefighter Trainee**	4424					
Firefighter	4916	5161	5421	5691	5977	6278
Firefighter Specialist	5506	5780	6071	6373	6692	7027
Fire Captain	6145	6453	6776	7116	7472	7847
Fire Investigation Unit Supervisor	6145	6453	6776	7116	7472	7847

Table II Non Management Fire Unit 5 Salaries - Effective January 1, 2016 (2.5% increase)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	17.03 per hour					
Firefighter Trainee**	4535					
Firefighter	5039	5291	5557	5834	6127	6435
Firefighter Specialist	5644	5925	6223	6533	6860	7203
Fire Captain	6299	6615	6946	7294	7659	8044
Fire Investigation Unit Supervisor	6299	6615	6946	7294	7659	8044

* upon graduation of the Academy until appointed to rank of Firefighter

** while attending the City of Fresno Fire Department Academy

IAFF, Local 753, MOU Article VII H. 1.h
Special Circumstances

EXHIBIT II

1. Effective August 5, 2013, there shall be a monthly cap of three hundred twelve (312) hours of accumulated Holiday leave for the President, Vice-President, and Secretary/Treasurer for IAFF, Local 753. The three hundred twelve (312) hour accrual balance cap for these elected officer's shall remain for a period of one year after the conclusion of their term of office after which any excess over one hundred fifty-six (156) hours shall be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. Employee ID and names subject to this 312 accrual cap maximum for IAFF officers as of August 5, 2013 are:

05131 - Short, Craig 00092 - Wanless, Kirk 08257 - Sanders II, Royce D
06405 - Flores, Pete

2. The employee listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented on August 5, 2013. This employee shall exhaust holiday hours at the rate of no less than three hundred twelve (312) hours per fiscal year until this bank of hours is exhausted. If less than 312 holiday hours are taken off in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employee and is not applicable to any other employees of IAFF, Local 753.

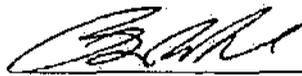
02624 – Smith, Gerald

3. The employees listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented August 5, 2013. In consideration that these employees were accruing holiday balances in anticipation of entering the DROP program and that maintaining these accrued balances is no longer required for the DROP calculation, these employees shall be afforded an opportunity to exhaust excess holiday hours. The below employees shall exhaust any holiday excess hours above 156 cap at the rate of no less than 312 hours per fiscal year (or the pro-rated equivalent based on the individuals excess hours) until the holiday balance is at or below the 156 hour holiday cap threshold, at which time the employee will be subject to the automatic holiday cashout provisions from that time forward. If less than 312 holiday hours (or pro-rated equivalent) are taken in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employees and is not applicable to any other employees of IAFF, Local 753. The department will monitor leave usage and notify Payroll when to begin applying MOU Article VII H. 1. h. Employees Excluded from Local 753, MOU Article VII H. 1. H at August 5, 2013 are:

04037 – Reitz, Randall 01066 – Webster, Roy
00098 – Young, Gary

4. Employee 04335 will NOT be subject to the automatic holiday cashout as this employee has been acting in a U10 Battalion Chief position pending approval to fill the position on a permanent basis.

04335 – French, Lawrence



City Manager

8/30/13

Date

Agreement Between
The City of Fresno
and
IAFF Local 753, Basic Unit

The City of Fresno (City) and the International Association of Fire Fighters, Local 753, Fire Basic agree to meet and confer over pension-related topics. Such discussions will be limited to new employees.

Signed:

For the City of Fresno

For the IAFF Local 753
Fire Basic

Date

Date

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY:  _____
Supervising Deputy City Attorney

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**FY 2014 Proposed MOU Agreement
With Health & Welfare Increase
Unit 5
January 7, 2014**

	FY 2014 Effective 2/10/14	FY 2015	FY 2016	Total
3 Percent Employee Contribution to Pension ¹ (Cease 2 Percent City Contribution and 1 Percent EE Pickup)	\$ 250,900	\$ 724,800	\$ 724,800	\$ 1,700,500
2.5 Percent Salary Increase @ 1/1/16	0	0	(302,000)	(302,000)
Salary Increase Impact to Pension ^{1,2}	0	0	(58,000)	(58,000)
Salary Increase Impact to Medicare ¹	0	0	(4,400)	(4,400)
Salary Increase Impact to Overtime (Based on FY 2013 Actuals)	0	0	(28,900)	(28,900)
Deferred Compensation Savings ⁴	93,600	270,500	0	364,100
Health and Welfare Contribution: Cap City Contribution at \$800 Yr. 1, \$840 Yr. 2 and \$882 Yr 3 ⁴	78,100	95,700	(49,900)	123,900
Total Savings	\$ 422,600	\$ 1,091,000	\$ 281,600	\$ 1,795,200
FY 2014 Adopted Appropriations - Salary/Fringe Budget	\$ 33,993,600			
Savings as a Percentage of FY14 Salary/Fringe Budget	1.24%	3.21%	0.83%	

¹Current employer pension and medicare contribution rates are 20.19 and 1.45 percent, respectively. Based on this agreement, the employer contribution rate will be 19.19 percent in FY 16 as the employee will pick up one percent of the cost.

²Pension impact calculation excludes costs derived from pensionable premium pays.

³Deferred compensation benefit ends on February 10, 2014 and resumes on June 29, 2015.

⁴Savings calculation is the difference between the current City contribution rate of \$667 and the proposed City contribution rate of \$800 in Year 1 (effective March 1, 2014), \$840 in Year 2 and \$882 in Year 3.

*This analysis used 289 FTE as the employee count for Units 5.

**The Total column represents budgetary savings.

***All calculations based on a 2912 hour yearly work schedule.

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MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

FRESNO CITY FIREFIGHTERS ASSOCIATION
LOCAL No. 753
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
A.F.L. - C.I.O.
(Fire Management - Unit 10)

FISCAL YEARS

2008—2010

AUGUST 5, 2013 to JUNE 30, 2016

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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, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 753, International Association of Fire Fighters, AFL-CIO, (Fire Management - Unit 10) hereinafter referred to as the Association, has as its purpose: To establish wages, hours, and other terms and conditions of employment for the members of this Unit.

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 Sections 3-101, 3-201, 3-301, 3-401 and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used 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 which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), applicable provisions of the Public Employment Relations Board (PERB), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), as may be amended from time to time and Article 19 of Chapter 2 of the FMC. In the event of any conflict between said laws and this MOU, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 3-604. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Fire Management Unit, hereinafter Unit, 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 Unit.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to and be exercised by, all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

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.
2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1 are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council approved MOU.
3. 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.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

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ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU ~~at least one (1) week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.~~ In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse ~~the City shall accept proposals from the Association as early as March 1st in the year that the MOU expires~~ **MOU negotiations may be initiated at the request of either party as early as six (6) months preceding expiration of the MOU, but in any case, shall commence no later than four (4) months preceding expiration of the MOU.**

B. RECOGNITION OF UNIT DESCRIPTION

The Fire Management Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the following classes, as such Unit may be modified from time to time pursuant to the provisions of the FMC:

Fire Battalion Chief
Fire Deputy Chief

C. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other 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, opinions, and proposals, ~~and to endeavor to reach agreement on a successor MOU at least one (1) week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.~~

D. RECOGNITION OF MUTUAL OBLIGATION

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

E. INFORMATION TO ASSOCIATION

1. The City shall provide to the Association:
 - (a) Changes to the Salary Resolution.
 - (b) Changes to Job Specifications for classes in this Unit.
 - (c) Changes to the Administrative Order Manual that affect employees in this Unit.
 - (d) Changes to the Fire Department organizational structure that affect employees in this Unit.
 - (e) Additions or deletions of classes that affect this Unit.
2. The Fire Department shall provide:
 - (a) Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.
 - (b) An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

F. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.
2. Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers-Milias-Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.
3. Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work stoppage is governed by Labor Code Section 1962.

G. UNILATERAL ACTION

In the event the meet and confer process for a successor MOU results in an impasse, as defined in the FMC, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to the completion of the impasse procedures outlined in the FMC.

ARTICLE V

SCOPE OF REPRESENTATION

A. GENERAL

"Scope of representation" shall be as defined in FMC Section 3-603 (w), 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 FMC Section 3-604, and City rights as set forth in FMC Section 3-605(a), are excluded from the scope of representation.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge fact-finding procedure.
2. A written grievance must set forth the rule or regulation claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing.
3. The Association may represent employees covered by this MOU on a grievance under the grievance procedure.
4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.
5. The procedure and sequence in filing and processing a grievance shall be as follows:
 - (a) The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor before a written grievance may be filed.

- (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed within twenty-one (21) calendar days from the time the grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.
 - (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.
 - (3) Prior to moving to the next level, the grievance shall be referred to the Association for review and recommendations.
- (b) Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may within nine (9) calendar days file an appeal to the Fire Chief. The Fire Chief shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- (c) The City and Association may mutually agree to waive steps 1 and 2 and proceed directly to hearing by the Committee when the issue is one over which the grievant's supervisor or Fire Chief has no jurisdiction.
- (1) If the grievant is not satisfied with the decision of the Fire Chief, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the Fire Chief's decision to the Grievance Advisory Committee.
 - (2) The City and the Association may agree to seek resolution of the grievance through mediation using the services of the State Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of grievance are automatically extended for so long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City and half by the Association.
 - (3) From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.

- (4) The Grievance Advisory Committee shall conduct a hearing and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

The Grievance Advisory Committee shall be bound by the language of the MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to the date of the incident.

- (5) The Grievance Advisory Committee shall be composed of three members, one selected by the Association, one selected by the City and one member mutually agreed to by the parties.
- (d) The City Manager shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.
 - (e) Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.

Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

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ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.
2. Any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section 3-620, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card.
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association for the duration of this MOU. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond within thirty (30) days. Certification shall be in the form of a letter from the Association to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.
5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If an Association member in the Unit desires to revoke a dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card.

Dues Deduction Authorization and Revocation cards are available at the Finance Department, Payroll Section and the Personnel Services Department.

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated, within 14 days.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

1. The Association 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 a nonpay 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 required to deposit the amount which would have been deducted if the member had been in a pay status during the pay period. In the case of a member who is a nonpay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

D. DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted to: Fresno City Firefighters Association Local No. 753, 710 R Street, Fresno, California 93721 or such address as may be provided to the City by the Association.
2. The deduction check shall be made in favor of: Fresno City Firefighters Association Local No. 753, and shall be transmitted no later than 14 days from the date of deduction.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

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

A. SALARIES AND PENSION CONTRIBUTION

1. Salaries

Effective August 5, 2013 through December 31, 2015, salaries shall be those reflected in Exhibit I, Table I, attached hereto and incorporated by reference. **Effective January 1, 2016 2011**, salaries shall be increased by two and one-half percent ~~two percent (2%)~~ **(2.5%) as reflected in Exhibit I, Table II, attached hereto and incorporated by reference.**

SALARY SCHEDULE FOR FY10:

- ~~a. Effective June 30, 2009, the parties agree to defer the two percent (2%) salary increase for Fire Battalion Chief previously scheduled to be received on July 1, 2009, as a result of the Fire Department's budget savings of \$66,000 in fiscal year 2009.~~
- ~~b. Effective June 30, 2009, the parties agree to defer any merit increases for Deputy Chiefs as previously scheduled to occur on their anniversary date through June 30, 2010.~~
- ~~c. Effective July 1, 2009, the salary range for Deputy Chiefs shall be increased by five percent (5%) from \$11,687 to \$12,271 as reflected on Exhibit I, Table I, although Deputy Chiefs are not eligible to receive a merit increase until July 1, 2010, as set forth in subsection (b) above.~~

SALARY SCHEDULE FOR FY11:

- ~~a. Effective July 1, 2010, salaries for Battalion Chiefs shall be increased by two percent (2%) as reflected on Exhibit I, Table II.~~
- ~~b. Effective January 1, 2011, salaries for Battalion Chiefs shall be increased by one percent (1%) as reflected on Exhibit I, Table III.~~
- ~~c. Effective January 1, 2011, the salary range for Deputy Chiefs shall be increased by one percent (1%) from \$12,271 to \$12,394 as reflected on Exhibit I, Table III.~~

SALARY SCHEDULE FOR FY12:

- a. ~~Effective July 1, 2011, salaries for Battalion Chiefs shall be increased by two percent (2%) as reflected on Exhibit I, Table IV.~~
- b. ~~Effective July 1, 2011, the salary range for Deputy Chiefs shall be increased by two percent (2%) from \$12,394 to \$12,642 as reflected on Exhibit I, Table IV.~~
- c. ~~Effective at the beginning of the first pay period after ratification by the Unit and approval by the City, salaries for Battalion Chiefs shall be decreased by three percent (3%) as reflected on Exhibit I, Table V.~~
- d. ~~Effective January 1, 2012, salaries for Battalion Chiefs shall be increased by one percent (1%) as reflected on Exhibit I, Table VI.~~
- e. ~~Effective January 1, 2012, the salary range for Deputy Chiefs shall be increased by one percent (1%) from \$12,642 to \$12,768 as reflected on Exhibit I, Table VI.~~

SALARY SCHEDULE FOR FY 14

~~Effective August 5, 2013, salaries for Battalion Chiefs shall be increased by three percent (3%) as reflected on Exhibit I, Table VII.~~

FY10 — FY14 Salary Schedules Applicability to COLA and Retirement/DROP Calculations

(1) Applicability to Retirees:

- i. ~~Effective July 1, 2009, the deferred two percent (2%) base salary increase shall be treated as if it had been paid and used in retirement allowance calculations pursuant to applicable FMC Sections 3-301 and 3-302.~~
- ii. ~~Since Deputy Fire Chief positions are granted increases based on Annual Performance Evaluations and are subject to performance reviews, the highest of the Deputy Fire Chiefs' salaries as of July 1st will be used in the weighted mean average monthly compensation formula to determine the increase in monthly allowances for retirees under FMC Section 3-302.~~
- iii. ~~During FY12, FY13 and FY14, adjustments to the monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302, but shall not incorporate the three percent (3%)~~

~~salary decrease noted in Salary Schedule for FY12, subsection b.~~

~~iv. Since cost of living adjustments were held harmless during FY12, FY13 and FY14 as reflected in iii., above, adjustments to the monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302, but shall not incorporate the three percent (3%) salary increase noted in Salary Schedule for FY14, above.~~

~~(2) Retirement/DROP between June 30, 2009 and July 1, 2012 August 4, 2013.~~

~~i. Effective June 30, 2009, the deferred two percent (2%) base salary increase shall be treated as if it had been paid and used in retirement allowance calculations pursuant to the applicable FMC Sections for members who retire and separate from City Service or enter DROP.~~

~~ii. During FY12, FY13 and FY14, salaries used to calculate retirement benefits for employees who retire and separate from City service or enter DROP shall not be decreased by three percent (3%). Additionally, employer and employee retirement contributions shall also continue to be based on the unadjusted salary levels.~~

~~Since retirement and DROP calculations were held harmless as reflected in (2) ii., salaries used to calculate retirement benefits for employees who retire and separate from City service or enter DROP will not incorporate the three percent (3%) increase noted in Salary Schedule for FY14. All other salary increases between July 1, 2011 and August 4, 2013 will be included in retirement allowance calculations.~~

2. Pension Contribution

The following applies to employee's pension contributions:

- a. **Effective February 10, 2014**, the City shall **discontinue** to paying two percent (2%) of the employee's share of his/her employee pension contribution. Such adjustment to be permanent until the employee retires or separates from City service. The two percent (2%) contribution towards the employee's pension obligations shall be included as compensation for purposes of pension calculations, but shall not be used to calculate any benefit cash-out of accrued leave balances.

- b. **Effective February 10, 2014, employees in Unit 10 shall make an additional contribution equal to one percent (1%) of their pensionable compensation to the City of Fresno Fire and Police Retirement System, reducing the City normal 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 to the City of Fresno Fire and Police Retirement System. The employee shall have no option to receive the 1% contribution in cash. The 1% 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.**

~~Applicability to Certain DROP Members~~ In lieu of the payment of a percentage of the employee's pension contribution as set forth in 2 a. above, the City will continue to pay employees who have entered the DROP prior to April 1, 2011 a supplemental payment of two percent (2%). The supplemental payment will be calculated by multiplying two percent (2%) times the employee's base rate of pay as reflected in Exhibit I, Table II and payment shall be included in the employee's biweekly paycheck. The supplemental payment shall not be considered part of the employee's base pay. The employee's DROP amount will not be affected by these supplemental salary payments. Employees who entered DROP on or after April 1, 2011 will have the two percent (2%) applied towards the employee share of DROP retirement contributions and deposited into the employee's DROP account.

- ~~e. Applicability to Retirees~~ Effective July 1, 2010, adjustments to monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302 utilizing the two percent (2%) City pension contribution payment as set forth in Section B.2.a of this Article as compensation.

~~3. Plan for Individual Reductions:~~

~~All members of this Unit agree that effective the first pay period following Council approval of this MOU through FY12, a reduction to each individual member's pay shall occur as follows:~~

- ~~a. The amount of reduction to a member's pay each fiscal year shall be \$1,480. (\$66,637 divided by 15 members divided by 3 years = \$1,480.)~~

~~For FY 2010, the parties agree that the reduction to a member's pay shall increase from \$1,480 to \$3,095. However, the additional amount of \$1,615 for FY 2010 will be spread over 26 pay periods starting after City approval. Members shall have until the end of the~~

~~pay period following the date the agreement is signed to provide their elections under Article VII, B. 3. b.~~

~~The parties agree that changes to their election of deductions under Article VII, B. 3. b., including elected Voluntary Leave Time days, may be made retroactive by designation of leaves already taken, to a date no earlier than July 1, 2009. The deductions shall take place in the pay periods noted in the paragraph above.~~

~~b. Within one (1) pay period upon Council approval of this Side Letter Agreement, and the first pay period of each fiscal year during the term of this MOU, each member shall, in writing, inform the Fire Department Payroll division that one or more deduction shall be taken from the following categories to achieve the \$1,480 reduction:~~

~~(1) Vehicle Allowance.~~

~~(2) Bilingual Premium Pay.~~

~~(3) Uniform Allowance.~~

~~(4) Forego the dollar amount equal to one percent (1%) of education incentive premium received by the member.~~

~~(5) Voluntary leave time without pay.~~

~~(6) Fire Battalion Chief may work full or partial 24-hour shifts on a voluntary basis per Section F. of the current MOU and choose to forego Premium Pay in an amount equivalent to one and one-half (1.5) times the hourly rate of a Fire Captain's pay at F Step for each hour worked.~~

~~(7) A member who receives compensation as set forth in Section F, 3. Mutual Aid Agreements/Overhead Replacement Pay of the current MOU, may chose to forego Premium Pay.~~

~~(8) Forego salary increase for a determined period of time.~~

~~(9) Reduction of leave pay off at retirement or separation from service with the City during the term of this MOU. Any member choosing this elective shall, in writing, inform the Fire Department Payroll division, upon approval by Council of this Side Letter Agreement.~~

C. LIFE INSURANCE AND DISABILITY COVERAGE

The City shall provide Life Insurance and Long Term Disability Insurance for members of this Unit in the amounts and formulas currently provided.

D. HEALTH AND WELFARE

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. ~~The Effective March 1, 2014 the City~~ ~~City's contribution will contribute be eighty percent (80%) of eight hundred dollars (\$800) toward~~ the premium established by the Fresno City Employees Health and Welfare Trust Board, and the employee may opt to contribute the amount necessary to make up the difference of the premium established by the Fresno City Employees Health and Welfare Trust Board, through payroll deductions, or accept a reduced coverage amount.

Effective July 1, 2014, the City's contribution will increase by forty dollars (\$40) or the amount of increase in monthly health care premiums, whichever is less.

Effective July 1, 2015, the City's contribution will increase by forty-two dollars (\$42) or the amount of increase in monthly health care premiums, whichever is less.

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 (including maintenance of percentage contributions) the City, upon the Association's request, will match that benefit.

The City and the Association shall meet and confer on proposed modifications to the Health and Welfare Trust; and proposed alternative health plans. The process may include other represented bargaining units. It is understood that the continuation of the Side Letter on the Health & Welfare Trust dated February 24, 2009 shall be included in this process.

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.

E. UNIFORM ALLOWANCE

Employees shall receive \$840 per year as a uniform purchase and maintenance allowance, and paid in semi-annual installments on the last pay period in December and June.

F. PREMIUM PAY

1. Working Additional Full or Partial Shifts

(a) Consistent with the Superior Court Permanent Injunction issued on December 10, 1980, the parties agree that employees occupying the class of Fire Battalion Chief may work full or partial 24-hour shifts on a voluntary basis. If an employee works a full or partial 24-hour shift, in addition to any shift which is a part of the employee's normal work schedule, the employee shall be paid premium pay in an amount equivalent to one and one-half (1.5) times the hourly rate of a Fire Captain's pay at F Step for each hour worked for a shift which is at least 4 hours in length. Excluded from such compensation are the following assignments.

- (1) Attendance at staff meetings.
- (2) Appearances at Civil Service hearings.
- (3) Court appearances.
- (4) Appearances at grievance or Skelly hearings.
- (5) Administrative duties performed while off duty as defined in Administrative Manual 101.1 Administrative Assignments, as may be modified by mutual agreement of the parties.

(b) Excluding those assignments enumerated in Section F., 1. (a), above, Battalion Chiefs on a 56-hour work schedule may also work, in addition to their normal work schedule and on a voluntary basis, other duties as assigned in addition to their normal work schedule to be determined on a case-by-case basis. Compensation shall be at the premium pay rate prorated on an hour per hour basis.

(c) A Fire Battalion Chief on a 56-hour schedule assigned to a 40-hour work week schedule for emergency fire suppression duties or other special assignments on a temporary basis shall be paid at the applicable base hourly rate for each hour worked in such assignment in excess of forty (40) hours. Excluded from such compensation are the following assignments.

- (1) Attendance at staff meetings.
- (2) Appearances at Civil Service hearings.
- (3) Court appearances.
- (4) Appearances at grievance or Skelly hearings.
- ~~(5) Fire Incident Holdovers which must be at least 2.5 hours in length.~~
- (5) Administrative duties performed outside the temporary assignment as defined in as defined in **Administrative Manual 101.1 Administrative Assignments** Instruction No. 428, as may be modified by mutual agreement of the parties.

- (d) A Fire Battalion Chief permanently assigned to a forty (40) hour work week shall be entitled to Premium Pay under Section F., 1. (a) or (b) for working full or partial 24-hours shifts in addition to his/her normal work schedule. If recalled to be a part of the Incident Command Team on an emergency basis compensation will be paid at the applicable forty (40) hour base hourly rate for each hour worked in such assignment ~~which must be at least 2.5 hours in length.~~

2. Education Incentive

a. ~~Effective January 1, 2008, members~~ **Members** who have satisfactorily attained a Chief Officer Certificate through the California State Fire Marshal, a Chief Officer Designation through the Commission on Professional Credentialing, or an Executive Fire Officer Certificate through the National Fire Academy shall be compensated at a rate of four percent (4%) above the member's base rate of pay.

b. ~~Effective January 1, 2009, members~~ **Members** who have satisfactorily attained a Chief Officer Certificate through the California State Fire Marshal, a Chief Officer Designation through the Commission on Professional Credentialing, or an Executive Fire Officer Certificate through the National Fire Academy shall be compensated at a rate of eight percent (8%) above the member's base rate of pay.

~~Effective January 1, 2010, members~~ **Members** who have satisfactorily attained a Chief Officer Certificate through the California State Fire Marshal, a Chief Officer Designation through the Commission on Professional Credentialing, or an Executive Fire Officer Certificate through the National Fire Academy shall be compensated at a rate of nine percent (9%) above the member's base rate of pay.

~~The parties agree that this one percent education increase is subject to a limited reopener in the event the Fire Department does not realize a combined budget savings and/or revenue generation of \$66,000 during fiscal year 2009 in one or all of the following areas:~~

- ~~1) MMRS Overhead Reduction~~
- ~~2) Training Hours Revenue Generation~~
- ~~3) Sick Leave Usage Reduction (excluding protected leaves— Family Sick Leave, FMLA/CFRA, Workers Compensation)~~

~~Any revenue generation or savings above \$66,000 in the areas listed above shall remain in the Fire Department Budget.~~

d. ~~All compensation earned by a member pursuant to education incentive shall be compensable for retirement purposes.~~

3. Mutual Aid Agreements/Overhead Replacement Pay

~~Effective July 1, 2007 through June 30, 2008, a Fire Deputy Chief temporarily assigned to another agency through a Mutual Aid Agreement, contract or Memorandum of Agreement with the State shall receive shift replacement pay in a manner consistent for pay for Battalion Chiefs who receive such temporary assignments.~~

Effective July 1, 2008, members of this Unit temporarily assigned to another agency through a Mutual Aid Agreement, contract or Memorandum of Agreement with the State shall receive overhead replacement (OHR) pay. OHR pay shall be equal to, but not greater than, reimbursement to the City of Fresno for wage replacement costs for time worked beyond the member's normally scheduled hours.

A member who is assigned to replace a temporarily assigned member noted in the paragraph above to substitute for the member's normally scheduled work hours shall receive the OHR pay reimbursed to the City of Fresno for that time period.

4. Staff Position Assignments

Employees who accept a special administrative staff assignment, as defined by the Chief or designee shall receive ten percent (10%) of base pay for the class of Battalion Chief on a monthly basis prorated and paid to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable.

The administrative staff assignments will be assigned to a forty (40) hour work week. No more than two (2) employees will be given such assignment at any given time, unless the Chief, in consultation with the Director of Personnel, determines there is a need for an additional special staff assignment.

An employee who accepts a special administrative staff assignment is required to do so for a minimum of two years. An employee who leaves the assignment in less than two years by determination of the Fire Chief, or who accepts a new position with another agency shall retain the premium pay already earned but shall not earn any additional pay.

~~Employees in the special administrative staff assignments at the time of City approval of this agreement shall receive the premium pay effective the pay period starting June 13, 2011.~~

4. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a ~~Summer and/or~~ Winter bilingual examination, and if certified by the examiner receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier of the City Fire and Police Retirement System.

- (a) Bilingual certification examinations will be conducted once a year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.
 - (1) In order to qualify for the examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (3) Bilingual examination application deadlines are not appealable or grievable.
- (b) Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish, and Vietnamese languages.
- (c) **Certified employees shall be recertified every five (5) years in order to maintain certification. The initial recertifications will be staggered in order to smooth the number of annual recertification examinations.**
- (de) The bilingual premium pay rate for certified permanent employees is ~~fifty one hundred~~ **fifty one hundred** dollars (~~\$50~~ **\$100**) per month, regardless of how many languages for which an employee is certified. ~~Effective July 1, 2008, the rate shall be increased to one hundred dollars (\$100) per month.~~
 - (1) Certified employees ~~may~~ **shall** interpret/translate for departments/ divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
 - (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.

- (3) Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

G. LEAVES

1. Holiday Leave

- (a) **Effective February 1, 2014**, ~~Battalion Chiefs~~ **employees** shall accrue, at the 56 hour rate, ~~43~~ **twelve (12)** hours per month (this is equal to six ~~and one-half (6.5)~~ 24 hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.
- ~~(b) Deputy Chiefs shall accrue, at the 56 hour rate, 13 hours per month as holiday leave in lieu of Holidays recognized in FMC Section 3-116. Using the 1.5 conversion factor, this is equal to 8 2/3 hours per month for 40 hour employees.~~

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

- (b) Employees at the rank of Battalion Chief shall be allowed to draw vacation and holiday time in any configuration of hours or shifts, by rank, by departmental seniority subject to the provisions of FMC Section 3-108.
- (d) Employees may request payment for any holiday leave balance.

2. Vacation Leave

- (a) Employees shall accrue twenty-four (24) hours of vacation leave for each completed calendar month of employment. ~~Using the 1.5 conversion factor, this is equal to sixteen (16) hours of leave per month for forty (40) hour employees. Effective July 1, 2010, employees shall accrue twenty-four and one half (24.5) hours of vacation leave for each completed calendar month of employment. Using the 1.5 conversion factor, this is equal to 16.33 hours of leave per month for forty (40) hour employees. Effective July 1, 2011, employees shall accrue twenty-five (25) hours of vacation leave for each completed calendar month of employment. Using the 1.5 conversion factor, this is equal to hours of leave per month for forty (40) hour employees. (The accumulation of unused vacation leave shall not exceed 576 hours, which amounts to vacation accrued in a two year period of time.)~~
- (b) No employee's vacation accumulation shall cease due to refusal by the City to grant vacation leave prior to the employee reaching the vacation accumulation limit applicable to the employee's position

and length of service. In the event an employee requests in writing vacation leave one (1) month prior to the month in which the limit would be reached, and such request is refused, the Fire Chief or designee shall extend the employee's accumulation limit for ninety (90) days during which time the employee shall be scheduled for vacation leave sufficient to reduce the employee's balance below the accumulation limit.

3. Administrative Leave

Battalion Chiefs shall receive 72 hours of administrative leave effective July 1 of each fiscal year. Upon their employment by the City, newly appointed employees shall be credited with six (6) hours of administrative leave for each full calendar month remaining in the fiscal year. Employees provisionally appointed shall receive six (6) hours of administrative leave for each full month of such provisional appointment. Employees may receive payment during the fiscal year only for the 72 hours of base administrative leave not taken. Any administrative leave not taken at the end of the fiscal year shall not carry over to the next fiscal year.

Deputy Chiefs shall receive ninety (90) hours of administrative leave effective July 1 of each fiscal year. ~~Using the 1.5 conversion factor this is equal to sixty (60) hours per year for 40-hour employees.~~ Upon their employment by the City, newly appointed Deputy Chiefs shall be credited with seven and one-half (7.5) hours of administrative leave for each full calendar month remaining in the fiscal year. Deputy Chiefs provisionally appointed shall receive seven and one-half (7.5) hours of administrative leave for each full month of such provisional appointment. Deputy Chiefs may receive payment during the fiscal year only for the ninety (90) hours of base administrative leave not taken. Any administrative leave not taken at the end of the fiscal year shall not carry over to the next fiscal year.

The Fire Chief may grant up to an additional thirty-two (32) hours Administrative Leave to Fire Deputy Chiefs and Fire Battalion Chiefs based on an annual job performance evaluation, as outlined in Article VII, Section N. The determination by the Fire Chief to grant administrative leave shall be made at the time the annual performance evaluation is completed, and credited to the employee the following July 1st. The additional thirty-two (32) hours administrative leave shall be credited during July of the fiscal year in which it must be taken. In determining the number of additional hours to be awarded, the Fire Chief shall also consider the employee's extended work hours and attendance.

- a. The additional administrative leave granted cannot be cashed in by employees.
- b. Employees not otherwise eligible for administrative leave who are provisionally appointed to permanent positions in classes eligible for administrative leave, and new employees, shall not be granted any part of this administrative leave.

4. Sick Leave

Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2, Constant Staffing Policy, shall apply as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, Departmental policies and Instruction No. 34 shall apply.

5. Compensation for Unused Leave

Employees eligible to receive payment for any unused leave balances (i.e., holiday, administrative, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a fifty-six (56) hour (24-hour shift) basis.

6. Family Sick Leave

Employees will be allowed to use up to half of their annual accumulation of sick leave in accordance with California Labor Code Section 233. ~~assigned to a forty (40) hour work schedule shall be allowed up to seventy two (72) hours of accrued sick leave per fiscal year for Family Sick Leave. Firefighters assigned to a fifty-six (56) hour work schedule shall be allowed up to seventy two (72) hours of accrued sick leave per fiscal year for Family Sick Leave.~~ Family Sick Leave shall be used only for those purposes defined in the California Labor Code Section 233.

7. Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee. The Fire Chief or designee shall notify the Personnel Director when any employee is granted such leave. Immediate family, as used in this subsection, shall include parent, spouse or registered domestic partner, natural or legally adopted child, brother, sister, mother-in-law and father-in-law.

H. DEFERRED RETIREMENT OPTION (DROP)

1. A member of this Unit who enters Deferred Retirement Option Plan (DROP) shall have an amount equal to 50% of the number of the employee's remaining unused sick leave balance credited toward the

computation of retirement benefits based on a fifty-six (56) hour workweek as if it were a one-time payment on the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.

2. The parties agree to reopen the meet and confer process upon request by the Association to discuss Retirement Enhancement Options if the City and Unit 4, Non-Management Police, or Unit 5, Non-Management Fire, or Unit 9 Management Police, agree to retirement enhancement options. The development and implementation of such options shall require mutual agreement by the Association and the City.

I. ATTENDANCE/HEALTH INCENTIVE

At service retirement, employees who have used one hundred sixty-eight (168) hours or less of sick leave (excluding hours used for Workers' Compensation benefits, any protected leave – e.g. Family Sick Leave, Family & Medical Leave, or Bereavement Leave) in the 24 months preceding their date of retirement will be credited for all unused sick leave in excess of 240 hours at 40% of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth in Section J below.

J. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

At separation from permanent employment with the City of Fresno by service retirement or at disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the Health Reimbursement Arrangement (HRA). Such "value" shall be determined as follows:

- The number of accumulated sick leave hours in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section I, and
- Hourly base rate of pay for 40 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,080 hours.
- Hourly base rate of pay for 56 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,912 hours.

At the employer's option, the ~~The~~ HRA accounts may ~~shall~~ be book accounts only – no actual trust account shall 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) but not to be below zero.

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

K. JURY DUTY AND COURT APPEARANCES

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such report is impractical or would cause the employee to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees in this Unit shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Appearances - The payment of Court time/appearances shall be in accordance with FMC Section 3-109.

L. ABSENT WITH RELIEF (AWR)

1. With the approval of the Fire Chief or designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Should an employee become ill while working an AWR, as outlined by Department policy, the employee shall make a diligent attempt to secure a replacement with an AWR. An ill employee becoming ill while working an AWR is eligible to use earned holiday or vacation leave to replace the AWR. Use of accumulated vacation and/or holiday leave, when an employee's sick leave is exhausted, is prohibited unless approved by the Fire Chief. An employee becoming ill between 2000 and 0800 hours is eligible use earned sick leave to replace the AWR. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of the employee's salary equal to the salary which will accrue to the

requesting employee during the absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during the absence. Approved AWR's shall not be revoked by the City.

2. No employee shall take an AWR for the purpose of other employment, self-employment included.
3. AWR's are governed by Fresno Fire Department Administrative Manual 101.2, Constant Staffing Policy, and may be modified by mutual agreement of the parties.

M. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive ~~85~~ **100%** percent of base rate of pay ~~the employee's full wages or salary in accordance with Labor Code 4850.~~

~~(a) Compensation for a work related injury or illness shall begin following the first three (3) days, or second twenty four (24) hour shift, after the employee leaves work as a result of the injury or illness. However, this waiting period shall be waived and compensation shall begin on the first day of a work related injury or illness only if:~~

~~(1) the employee is hospitalized as an inpatient for at least twenty-four (24) hours; or,~~

~~(2) the employee is absent from work fourteen (14) days or more; or,~~

~~(3) the employee is placed on light duty at any time during the first three (3) days, or second twenty four (24) hour shift.~~

- ~~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 toward the exclusion period; however, this time shall be recorded as work related injury/illness absence.~~

- ~~3. At the employee's option, in the event work related injury/illness pay from the City is not provided during the first three (3) days of absence, or by the second twenty four (24) hour shift, due to the work related injury or illness, the employee may take sick leave, vacation, or holiday leave for that period.~~

- ~~4. If the employee opts to use sick leave, vacation, or holiday leave for the first three (3) days, or by the second twenty four (24) hour shift, 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.~~
2. If the employee is placed on sick leave, vacation, or holiday leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, or holiday leave shall be restored within thirty (30) calendar days of such determination provided that the employee has submitted all necessary documents relevant to their Workers' Compensation claim, and the employee placed on work related injury/illness leave as provided herein.
3. If the employee is placed on sick leave, vacation, or holiday leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, or holiday leave shall not be restored.
4. Retirement benefits shall not be reduced as a result of compensation paid at the ~~85~~ 100 percent rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
5. Taxes shall not be withheld on compensation at the ~~85~~ 100 percent rate which is paid due to an injury or illness sustained in the course and scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the parties agree to meet and confer over the affect of such change. The parties agree that such meet and confer is limited to the provisions of Article VII, Section M and that it does not constitute a reopener of the entire MOU.
6. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

~~N. EMPLOYEE PERFORMANCE EVALUATIONS~~

- ~~1. Salary increases for employees occupying the class of Fire Deputy Chief in this Unit shall be granted based upon annual performance evaluations using the following graduated, performance based merit plan table.~~

OVERALL PERFORMANCE RATING CATEGORY	ASSOCIATED PERCENTAGE INCREASE	ADDITIONAL ADMINISTRATIVE LEAVE HOURS
Unsatisfactory/Needs Improvement	Zero Percent (0%)	0
Average	Zero Percent (0%)	0
Above Average	Three Percent (3%)	Up to 16
Superior	Four Percent (4%)	24 32
Outstanding	Five Percent (5%)	32

- ~~2. Annual performance evaluations shall be conducted prior to an employee's anniversary date in the current position by the Fire Chief, utilizing the City of Fresno Performance Evaluation Form (Attachment "A"), with the associated percentage increase becoming effective on an employee's anniversary date. An "outstanding" rating must include a justification to the City Manager or designee in the Comments Section of the Performance Evaluation Form.~~
- ~~3. An employee who has been subjected to formal disciplinary action consisting of suspension or demotion in the twelve (12) months preceding their annual performance evaluation will not be eligible for a salary increase regardless of the rating received. The results of an employee's annual performance evaluation rating are final and are not subject to an appeal process.~~

~~N. SUPPRESSION SERVICE DELIVERY~~

~~The City intends for the members of this Unit to be the management providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.~~

~~Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.~~

O. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act Handbook.

P. NO SMOKING POLICY AND DRUG/ALCOHOL TESTING

No smoking and drug and alcohol testing procedures have been established in departmental operational policies, and may be modified by mutual agreement of the parties.

Q. HOURS OF WORK AND SCHEDULES

1. The workweek for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8, 9/80 and/or 4/10 with that of a twenty-four (24) hour schedule, or vice versa, utilizes a conversion factor of 1.4.

2. 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.

3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.

4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.

(a) Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8, 9/80 or 4/10 workweek schedule, or combination thereof. (Light duty is not considered a temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.

As determined by the Chief or designee, employees assigned to assist with Firefighter Recruit Academy or School will be placed on a 5/8 schedule during this special training period of time.

- (b) The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off will be consecutive. Scheduling of days off is determined by management.
- (c) Leave requests for all time off are processed utilizing a conversion factor of 1.5 1.4.

- 5. **The 2/4 schedule shall be the normal work schedule for employees on a 56 hour work week. The 2/4 schedule will consist of two 24-hour worked back to back, with four shifts off (e.g. AABBCCAABBCC). All transfers and movement of relief personnel in such manner as to avoid having employees work greater than 72 consecutive hours.**

R. DEPUTY FIRE CHIEF STATUS

An employee holding the position of Fire Deputy Chief who is removed for reasons other than malfeasance or misconduct may return to a position in the previous class held. For example, if the Fire Deputy Chief has previously held status as a Fire Battalion Chief, the employee has return rights to a position in the class of Fire Battalion Chief. The Fire Chief or designee has the prerogative of assigning the former Fire Deputy Chief as necessary for the good of the service. Time spent in the Fire Deputy Chief position will be considered in determining seniority in the last previous job class held. No other employee in this Unit shall be demoted (bumped) to a position in a lower class as a result of this action.

ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. HEADINGS

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of this MOU.

B. REFERENCES/CITATIONS

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or city ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX

SAVING CLAUSE/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 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 regarding all 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 specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. 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.

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Millias-Brown Act, Government Code Section 3500, *et. seq.*

ARTICLE X

TERMINATION

This MOU shall be in full force and effect from ~~July 1, 2007~~ **August 5, 2013**, through ~~June 30, 2010~~ **June 30, 2016**, subject to Sections A., B., and C. below.

- A. This MOU shall be 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 the 30th day of June, ~~2010~~ **2016**.
- 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 which are not addressed in this MOU, the party requesting such modification 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 such 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 specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes 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 this
_____ day of _____, 2014.

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

RICHARD CABRAL
Battalion Chief

THEODORE SEMONIOUS
Battalion Chief

PETE FLORES
President, IAFF Local 753

FOR THE CITY OF FRESNO:

JONATHAN HOLTZMAN, Esq.
Special Counsel

KENNETH PHILLIPS
Labor Relations Manager

LORI NAJERA
Sr. Human Resources Analyst

CHERYL CARLSON
Management Analyst III

STEVEN SHUBIN
Senior Accountant-Auditor

BURKE DUNPHY, Esq.
Special Counsel

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
Supervising Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have set their hands this
_____ day of _____, 2014.

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

FOR THE CITY OF FRESNO:

RICHARD CABRAL
Battalion Chief

JONATHAN HOLTZMAN, Esq.
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Labor Relations Manager

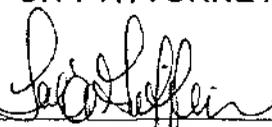
PETE FLORES
President, IAFF Local 753

LORI NAJERA
Sr. Human Resources Analyst

CHERYL CARLSON
Management Analyst III

STEVEN SHUBIN
Senior Accountant-Auditor

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APPROVED AS TO FORM
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Supervising Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have set their hands this
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FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

FOR THE CITY OF FRESNO:

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Battalion Chief

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Special Counsel

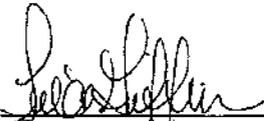
APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
Supervising Deputy City Attorney

TABLE I
 Fire Management - Unit 10
 Salaries - Effective August 5, 2013

STEP	A	B	C	D	E	F
Fire Battalion Chief	7888	8284	8697	9131	9587	10,066
Fire Deputy Chief (E2 Range)		6483	-	12,768		

TABLE II
 Fire Management - Unit 10
 Salaries - Effective February 10, 2014

STEP	A	B	C	D	E	F
Fire Battalion Chief	7888	8284	8697	9131	9587	10,066
Fire Deputy Chief (E2 Range)	10,001	6483 10,502	- 11,028	12,768 11,580	12,160	12,768

TABLE III
 Fire Management - Unit 10
 Salaries - Effective January 1, 2016 (2.5% increase)

STEP	A	B	C	D	E	F
Fire Battalion Chief	8086	8492	8915	9360	9827	10,318
Fire Deputy Chief	10,251	10,765	11,304	11,870	12,464	13,088

**IAFF, Local 753, MOU Article VII H. 1.h
Special Circumstances**

Exhibit II

1. Effective August 5, 2013, there shall be a monthly cap of three hundred twelve (312) hours of accumulated Holiday leave for the President, Vice-President, and Secretary/Treasurer for IAFF, Local 753. The three hundred twelve (312) hour accrual balance cap for these elected officer's shall remain for a period of one year after the conclusion of their term of office after which any excess over one hundred fifty-six (156) hours shall be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. Employee ID and names subject to this 312 accrual cap maximum for IAFF officers as of August 5, 2013 are:

05131 - Short, Craig 00092 - Wanless, Kirk 08257 - Sanders II, Royce D
06405 - Flores, Pete

2. The employee listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented on August 5, 2013. This employee shall exhaust holiday hours at the rate of no less than three hundred twelve (312) hours per fiscal year until this bank of hours is exhausted. If less than 312 holiday hours are taken off in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employee and is not applicable to any other employees of IAFF, Local 753.

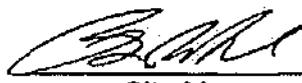
02624 – Smith, Gerald

3. The employees listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented August 5, 2013. In consideration that these employees were accruing holiday balances in anticipation of entering the DROP program and that maintaining these accrued balances is no longer required for the DROP calculation, these employees shall be afforded an opportunity to exhaust excess holiday hours. The below employees shall exhaust any holiday excess hours above 156 cap at the rate of no less than 312 hours per fiscal year (or the pro-rated equivalent based on the individuals excess hours) until the holiday balance is at or below the 156 hour holiday cap threshold, at which time the employee will be subject to the automatic holiday cashout provisions from that time forward. If less than 312 holiday hours (or pro-rated equivalent) are taken in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employees and is not applicable to any other employees of IAFF, Local 753. The department will monitor leave usage and notify Payroll when to begin applying MOU Article VII H. 1. h. Employees Excluded from Local 753, MOU Article VII H. 1. H at August 5, 2013 are:

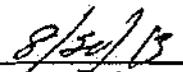
04037 – Reitz, Randall 01066 – Webster, Roy
00098 – Young, Gary

4. Employee 04335 will NOT be subject to the automatic holiday cashout as this employee has been acting in a U10 Battalion Chief position pending approval to fill the position on a permanent basis.

04335 – French, Lawrence



City Manager



Date

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

FRESNO CITY FIREFIGHTERS ASSOCIATION
LOCAL No. 753
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
A.F.L. - C.I.O.
(Fire Management - Unit 10)

AUGUST 5, 2013 to JUNE 30, 2016

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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, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 753, International Association of Fire Fighters, AFL-CIO, (Fire Management - Unit 10) hereinafter referred to as the Association, has as its purpose: To establish wages, hours, and other terms and conditions of employment for the members of this Unit.

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 Sections 3-101, 3-201, 3-301, 3-401 and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used 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 which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), applicable provisions of the Public Employment Relations Board (PERB), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), as may be amended from time to time and Article 19 of Chapter 2 of the FMC. In the event of any conflict between said laws and this MOU, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 3-604. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Fire Management Unit, hereinafter Unit, 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 Unit.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to and be exercised by, all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

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.
2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1 are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council approved MOU.
3. 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.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

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ARTICLE IV
RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU * * *. In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse * * *. **MOU negotiations may be initiated at the request of either party as early as six (6) months preceding expiration of the MOU, but in any case, shall commence no later than four (4) months preceding expiration of the MOU.**

B. RECOGNITION OF UNIT DESCRIPTION

The Fire Management Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the following classes, as such Unit may be modified from time to time pursuant to the provisions of the FMC:

Fire Battalion Chief
Fire Deputy Chief

C. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other 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, opinions, and proposals * * *.

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. INFORMATION TO ASSOCIATION

1. The City shall provide to the Association:
 - (a) Changes to the Salary Resolution.

- (b) Changes to Job Specifications for classes in this Unit.
- (c) Changes to the Administrative Order Manual that affect employees in this Unit.
- (d) Changes to the Fire Department organizational structure that affect employees in this Unit.
- (e) Additions or deletions of classes that affect this Unit.

2. The Fire Department shall provide:

- (a) Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.
- (b) An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

F. LOCKOUT AND STRIKE

- 1. No lockout of employees shall be instituted by the City during the term of this MOU.
- 2. Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers-Milias-Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.
- 3. Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work stoppage is governed by Labor Code Section 1962.

G. UNILATERAL ACTION

In the event the meet and confer process for a successor MOU results in an impasse, as defined in the FMC, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to the completion of the impasse procedures outlined in the FMC.

ARTICLE V

SCOPE OF REPRESENTATION

A. GENERAL

"Scope of representation" shall be as defined in FMC Section 3-603 (w), 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 FMC Section 3-604, and City rights as set forth in FMC Section 3-605(a), are excluded from the scope of representation.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge fact-finding procedure.
2. A written grievance must set forth the rule or regulation claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing.
3. The Association may represent employees covered by this MOU on a grievance under the grievance procedure.
4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.
5. The procedure and sequence in filing and processing a grievance shall be as follows:

- (a) The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor before a written grievance may be filed.
 - (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed within twenty-one (21) calendar days from the time the grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.
 - (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.
 - (3) Prior to moving to the next level, the grievance shall be referred to the Association for review and recommendations.
- (b) Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may within nine (9) calendar days file an appeal to the Fire Chief. The Fire Chief shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- (c) The City and Association may mutually agree to waive steps 1 and 2 and proceed directly to hearing by the Committee when the issue is one over which the grievant's supervisor or Fire Chief has no jurisdiction.
 - (1) If the grievant is not satisfied with the decision of the Fire Chief, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the Fire Chief's decision to the Grievance Advisory Committee.
 - (2) The City and the Association may agree to seek resolution of the grievance through mediation using the services of the State Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of grievance are automatically extended for so long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City and half by the Association.
 - (3) From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will

attempt to convene within thirty (30) calendar days in order to hear the grievance.

- (4) The Grievance Advisory Committee shall conduct a hearing and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

The Grievance Advisory Committee shall be bound by the language of the MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to the date of the incident.

- (5) The Grievance Advisory Committee shall be composed of three members, one selected by the Association, one selected by the City and one member mutually agreed to by the parties.
- (d) The City Manager shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.
 - (e) Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.

Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

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ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.
2. Any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section 3-620, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card.
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association for the duration of this MOU. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond within thirty (30) days. Certification shall be in the form of a letter from the Association to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.
5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If an Association member in the Unit desires to revoke a dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card.

Dues Deduction Authorization and Revocation cards are available at the Finance Department, Payroll Section and the Personnel Services Department.

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated, within 14 days.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

1. The Association 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 a nonpay 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 required to deposit the amount which would have been deducted if the member had been in a pay status during the pay period. In the case of a member who is a nonpay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

D. DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted to: Fresno City Firefighters Association Local No. 753, 710 R Street, Fresno, California 93721 or such address as may be provided to the City by the Association.
2. The deduction check shall be made in favor of: Fresno City Firefighters Association Local No. 753, and shall be transmitted no later than 14 days from the date of deduction.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

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

B. SALARIES AND PENSION CONTRIBUTION

1. Salaries

Effective August 5, 2013 through December 31, 2015, salaries shall be those reflected in Exhibit I, Table I, attached hereto and incorporated by reference. **Effective January 1, 2016 * * ***, salaries shall be increased by two and one-half percent * * *(2.5%) **as reflected in Exhibit I, Table II, attached hereto and incorporated by reference.**

§§ deleted

2. Pension Contribution

The following applies to employee's pension contributions:

- a. **Effective February 10, 2014**, the City shall **discontinue * * *** paying two percent (2%) of the employee's share of his/her employee pension contribution. * * *
- b. **Effective February 10, 2014**, employees in Unit 10 shall make an **additional contribution equal to one percent (1%)** of their pensionable compensation to the City of Fresno Fire and Police Retirement System, reducing the City normal 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 to the City of Fresno Fire and Police Retirement System. The employee shall have no option to receive the 1% contribution in cash. The 1% 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.

§§ deleted

C. LIFE INSURANCE AND DISABILITY COVERAGE

The City shall provide Life Insurance and Long Term Disability Insurance for members of this Unit in the amounts and formulas currently provided.

D. HEALTH AND WELFARE

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 March 1, 2014, the City * * * will contribute * * * eight hundred dollars (\$800) toward the premium established by the Fresno City Employees Health and Welfare Trust Board, and the employee may opt to contribute the amount necessary to make up the difference of the premium established by the Fresno City Employees Health and Welfare Trust Board, through payroll deductions, or accept a reduced coverage amount.**

Effective July 1, 2014, the City's contribution will increase by forty dollars (\$40) or the amount of increase in monthly health care premiums, whichever is less.

Effective July 1, 2015, the City's contribution will increase by forty-two dollars (\$42) or the amount of increase in monthly health care premiums, whichever is less.

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 (including maintenance of percentage contributions) the City, upon the Association's request, will match that benefit.

The City and the Association shall meet and confer on proposed modifications to the Health and Welfare Trust; and proposed alternative health plans. The process may include other represented bargaining units. It is understood that the continuation of the Side Letter on the Health & Welfare Trust dated February 24, 2009 shall be included in this process.

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.

E. UNIFORM ALLOWANCE

Employees shall receive \$840 per year as a uniform purchase and maintenance allowance, and paid in semi-annual installments on the last pay period in December and June.

F. PREMIUM PAY

1. Working Additional Full or Partial Shifts

(a) Consistent with the Superior Court Permanent Injunction issued on December 10, 1980, the parties agree that employees occupying the class of Fire Battalion Chief may work full or partial 24-hour shifts on a voluntary basis. If an employee works a full or partial 24-hour shift, in addition to any shift which is a part of the employee's normal work schedule, the employee shall be paid premium pay in an amount equivalent to one and one-half (1.5) times the hourly rate of a Fire Captain's pay at F Step for each hour worked for a shift which is at least 4 hours in length. Excluded from such compensation are the following assignments.

- (1) Attendance at staff meetings.
- (2) Appearances at Civil Service hearings.
- (3) Court appearances.
- (4) Appearances at grievance or Skelly hearings.
- (5) Administrative duties performed while off duty as defined in Administrative Manual 101.1 Administrative Assignments, as may be modified by mutual agreement of the parties.

(b) Excluding those assignments enumerated in Section F., 1. (a), above, Battalion Chiefs on a 56-hour work schedule may also work, in addition to their normal work schedule and on a voluntary basis, other duties as assigned in addition to their normal work schedule to be determined on a case-by-case basis. Compensation shall be at the premium pay rate prorated on an hour per hour basis.

(c) A Fire Battalion Chief on a 56-hour schedule assigned to a 40-hour work week schedule for emergency fire suppression duties or other special assignments on a temporary basis shall be paid at the applicable base hourly rate for each hour worked in such assignment in excess of forty (40) hours. Excluded from such compensation are the following assignments.

- (1) Attendance at staff meetings.
- (2) Appearances at Civil Service hearings.
- (3) Court appearances.
- (4) Appearances at grievance or Skelly hearings.

§ deleted

- (5) Administrative duties performed outside the temporary assignment as defined in as defined in **Administrative**

Manual 101.1 Administrative Assignments * * *, as may be modified by mutual agreement of the parties.

- (d) A Fire Battalion Chief permanently assigned to a forty (40) hour work week shall be entitled to Premium Pay under Section F., 1. (a) or (b) for working full or partial 24-hours shifts in addition to his/her normal work schedule. If recalled to be a part of the Incident Command Team on an emergency basis compensation will be paid at the applicable forty (40) hour base hourly rate for each hour worked in such assignment * * *.

2. Education Incentive

§§ deleted

* * * **Members** who have satisfactorily attained a Chief Officer Certificate through the California State Fire Marshal, a Chief Officer Designation through the Commission on Professional Credentialing, or an Executive Fire Officer Certificate through the National Fire Academy shall be compensated at a rate of nine percent (9%) above the member's base rate of pay.

§§ deleted

3. Mutual Aid Agreements/Overhead Replacement Pay

§ deleted

Effective July 1, 2008, members of this Unit temporarily assigned to another agency through a Mutual Aid Agreement, contract or Memorandum of Agreement with the State shall receive overhead replacement (OHR) pay. OHR pay shall be equal to, but not greater than, reimbursement to the City of Fresno for wage replacement costs for time worked beyond the member's normally scheduled hours.

A member who is assigned to replace a temporarily assigned member noted in the paragraph above to substitute for the member's normally scheduled work hours shall receive the OHR pay reimbursed to the City of Fresno for that time period.

4. Staff Position Assignments

Employees who accept a special administrative staff assignment, as defined by the Chief or designee shall receive ten percent (10%) of base pay for the class of Battalion Chief on a monthly basis prorated and paid to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable.

The administrative staff assignments will be assigned to a forty (40) hour work week. No more than two (2) employees will be given such assignment at any given time, unless the Chief, in consultation with the

Director of Personnel, determines there is a need for an additional special staff assignment.

An employee who accepts a special administrative staff assignment is required to do so for a minimum of two years. An employee who leaves the assignment in less than two years by determination of the Fire Chief, or who accepts a new position with another agency shall retain the premium pay already earned but shall not earn any additional pay.

§ deleted

5. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a * * * Winter bilingual examination, and if certified by the examiner receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier of the City Fire and Police Retirement System.

- (a) Bilingual certification examinations will be conducted once a year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.
 - (1) In order to qualify for the examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (3) Bilingual examination application deadlines are not appealable or grievable.
- (b) Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish, and Vietnamese languages.
- (c) **Certified employees shall be recertified every five (5) years in order to maintain certification. The initial recertifications will be staggered in order to smooth the number of annual recertification examinations.**
- (d) The bilingual premium pay rate for certified permanent employees is * * * **one hundred dollars (* * * \$100)** per month, regardless of how many languages for which an employee is certified. * * *
 - (1) Certified employees * * * **shall** interpret/translate for departments/ divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.

- (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.
- (3) Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

G. LEAVES

1. Holiday Leave

- (a) **Effective February 1, 2014, * * * employees** shall accrue, at the 56 hour rate, * * * **twelve (12)** hours per month (this is equal to six * * * (6* * *) 24 hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.

§ deleted

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

- (b) Employees at the rank of Battalion Chief shall be allowed to draw vacation and holiday time in any configuration of hours or shifts, by rank, by departmental seniority subject to the provisions of FMC Section 3-108.
- (d) Employees may request payment for any holiday leave balance.

2. Vacation Leave

- (a) Employees shall accrue twenty-four (24) hours of vacation leave for each completed calendar month of employment * * * (The accumulation of unused vacation leave shall not exceed 576 hours, which amounts to vacation accrued in a two year period of time.)
- (b) No employee's vacation accumulation shall cease due to refusal by the City to grant vacation leave prior to the employee reaching the vacation accumulation limit applicable to the employee's position and length of service. In the event an employee requests in writing vacation leave one (1) month prior to the month in which the limit

would be reached, and such request is refused, the Fire Chief or designee shall extend the employee's accumulation limit for ninety (90) days during which time the employee shall be scheduled for vacation leave sufficient to reduce the employee's balance below the accumulation limit.

3. Administrative Leave

Battalion Chiefs shall receive 72 hours of administrative leave effective July 1 of each fiscal year. Upon their employment by the City, newly appointed employees shall be credited with six (6) hours of administrative leave for each full calendar month remaining in the fiscal year. Employees provisionally appointed shall receive six (6) hours of administrative leave for each full month of such provisional appointment. Employees may receive payment during the fiscal year only for the 72 hours of base administrative leave not taken. Any administrative leave not taken at the end of the fiscal year shall not carry over to the next fiscal year.

Deputy Chiefs shall receive ninety (90) hours of administrative leave effective July 1 of each fiscal year. * * *. Upon their employment by the City, newly appointed Deputy Chiefs shall be credited with seven and one-half (7.5) hours of administrative leave for each full calendar month remaining in the fiscal year. Deputy Chiefs provisionally appointed shall receive seven and one-half (7.5) hours of administrative leave for each full month of such provisional appointment. Deputy Chiefs may receive payment during the fiscal year only for the ninety (90) hours of base administrative leave not taken. Any administrative leave not taken at the end of the fiscal year shall not carry over to the next fiscal year.

The Fire Chief may grant up to an additional thirty-two (32) hours Administrative Leave to Fire Deputy Chiefs and Fire Battalion Chiefs based on an annual job performance evaluation, as outlined in Article VII, Section N. The determination by the Fire Chief to grant administrative leave shall be made at the time the annual performance evaluation is completed, and credited to the employee the following July 1st. The additional thirty-two (32) hours administrative leave shall be credited during July of the fiscal year in which it must be taken. In determining the number of additional hours to be awarded, the Fire Chief shall also consider the employee's extended work hours and attendance.

- a. The additional administrative leave granted cannot be cashed in by employees.
- b. Employees not otherwise eligible for administrative leave who are provisionally appointed to permanent positions in classes eligible for administrative leave, and new employees, shall not be granted any part of this administrative leave.

4. Sick Leave

Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2, Constant Staffing Policy, shall apply as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, Departmental policies and Instruction No. 34 shall apply.

5. Compensation for Unused Leave

Employees eligible to receive payment for any unused leave balances (i.e., holiday, administrative, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a fifty-six (56) hour (24-hour shift) basis.

6. Family Sick Leave

Employees will be allowed to use up to half of their annual accumulation of sick leave in accordance with California Labor Code Section 233. * * * Family Sick Leave. Family Sick Leave shall be used only for those purposes defined in the California Labor Code Section 233.

7. Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee. The Fire Chief or designee shall notify the Personnel Director when any employee is granted such leave. Immediate family, as used in this subsection, shall include parent, spouse or registered domestic partner, natural or legally adopted child, brother, sister, mother-in-law and father-in-law.

H. DEFERRED RETIREMENT OPTION (DROP)

1. A member of this Unit who enters Deferred Retirement Option Plan (DROP) shall have an amount equal to 50% of the number of the employee's remaining unused sick leave balance credited toward the computation of retirement benefits based on a fifty-six (56) hour workweek as if it were a one-time payment on the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.
2. The parties agree to reopen the meet and confer process upon request by the Association to discuss Retirement Enhancement Options if the City and Unit 4, Non-Management Police, or Unit 5, Non-Management Fire, or

Unit 9 Management Police, agree to retirement enhancement options. The development and implementation of such options shall require mutual agreement by the Association and the City.

I. ATTENDANCE/HEALTH INCENTIVE

At service retirement, employees who have used one hundred sixty-eight (168) hours or less of sick leave (excluding hours used for Workers' Compensation benefits, any protected leave – e.g. Family Sick Leave, Family & Medical Leave, or Bereavement Leave) in the 24 months preceding their date of retirement will be credited for all unused sick leave in excess of 240 hours at 40% of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth in Section J below.

J. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

At separation from permanent employment with the City of Fresno by service retirement or at disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the Health Reimbursement Arrangement (HRA). Such "value" shall be determined as follows:

- The number of accumulated sick leave hours in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section I, and
- Hourly base rate of pay for 40 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,080 hours.
- Hourly base rate of pay for 56 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,912 hours.

At the employer's option, the * * * accounts may * * * be book accounts only – no actual trust account shall 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) but not to be below zero.

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

K. JURY DUTY AND COURT APPEARANCES

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such report is impractical or would cause the employee to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees in this Unit shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Appearances - The payment of Court time/appearances shall be in accordance with FMC Section 3-109.

L. ABSENT WITH RELIEF (AWR)

1. With the approval of the Fire Chief or designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Should an employee become ill while working an AWR, as outlined by Department policy, the employee shall make a diligent attempt to secure a replacement with an AWR. An ill employee becoming ill while working an AWR is eligible to use earned holiday or vacation leave to replace the AWR. Use of accumulated vacation and/or holiday leave, when an employee's sick leave is exhausted, is prohibited unless approved by the Fire Chief. An employee becoming ill between 2000 and 0800 hours is eligible use earned sick leave to replace the AWR. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of the employee's salary equal to the salary which will accrue to the requesting employee during the absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty

shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during the absence. Approved AWR's shall not be revoked by the City.

2. No employee shall take an AWR for the purpose of other employment, self-employment included.
3. AWR's are governed by Fresno Fire Department Administrative Manual 101.2, Constant Staffing Policy, and may be modified by mutual agreement of the parties.

M. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive * * * **100% percent of * * * the employee's full wages or salary in accordance with Labor Code 4850.**

§§ deleted

2. If the employee is placed on sick leave, vacation, or holiday leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, or holiday leave shall be restored within thirty (30) calendar days of such determination provided that the employee has submitted all necessary documents relevant to their Workers' Compensation claim, and the employee placed on work related injury/illness leave as provided herein.
3. If the employee is placed on sick leave, vacation, or holiday leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, or holiday leave shall not be restored.
4. Retirement benefits shall not be reduced as a result of compensation paid at the * * * **100** percent rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
5. Taxes shall not be withheld on compensation at the * * * **100** percent rate which is paid due to an injury or illness sustained in the course and scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the parties agree to meet and confer over the affect of such change. The parties agree that such meet and confer is limited to the provisions of Article VII, Section M and that it does not constitute a reopener of the entire MOU.

6. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

§§ deleted

N. SUPPRESSION SERVICE DELIVERY

The City intends for the members of this Unit to be the management providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

O. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act Handbook.

P. NO SMOKING POLICY AND DRUG/ALCOHOL TESTING

No smoking and drug and alcohol testing procedures have been established in departmental operational policies, and may be modified by mutual agreement of the parties.

Q. HOURS OF WORK AND SCHEDULES

1. The workweek for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8, 9/80 and/or 4/10 with that of a twenty-four (24) hour schedule, or vice versa, utilizes a conversion factor of * * * 1.4.
2. 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.

3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.

- (a) Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8, 9/80 or 4/10 workweek schedule, or combination thereof. (Light duty is not considered a temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.

As determined by the Chief or designee, employees assigned to assist with Firefighter Recruit Academy or School will be placed on a 5/8 schedule during this special training period of time.

- (b) The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off will be consecutive. Scheduling of days off is determined by management.
 - (c) Leave requests for all time off are processed utilizing a conversion factor of * * * 1.4.
5. **The 2/4 schedule shall be the normal work schedule for employees on a 56 hour work week. The 2/4 schedule will consist of two 24-hour worked back to back, with four shifts off (e.g. AABBBCCAABBCC). All transfers and movement of relief personnel in such manner as to avoid having employees work greater than 72 consecutive hours.**

R. DEPUTY FIRE CHIEF STATUS

An employee holding the position of Fire Deputy Chief who is removed for reasons other than malfeasance or misconduct may return to a position in the previous class held. For example, if the Fire Deputy Chief has previously held status as a Fire Battalion Chief, the employee has return rights to a position in the class of Fire Battalion Chief. The Fire Chief or designee has the prerogative of assigning the former Fire Deputy Chief as necessary for the good of the service. Time spent in the Fire Deputy Chief position will be considered in determining seniority in the last previous job class held. No other employee in this Unit shall be demoted (bumped) to a position in a lower class as a result of this action.

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ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. HEADINGS

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of this MOU.

B. REFERENCES/CITATIONS

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or city ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX

SAVING CLAUSE/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 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 regarding all 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 specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. 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.

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Millias-Brown Act, Government Code Section 3500, *et. seq.*

ARTICLE X
TERMINATION

This MOU shall be in full force and effect from * * * **August 5, 2013**, through * * * **June 30, 2016**, subject to Sections A., B., and C. below.

- A. This MOU shall be 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 the 30th day of June, **2016** * * *.
- 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 which are not addressed in this MOU, the party requesting such modification 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 such 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 specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes 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 this
_____ day of _____, 2014.

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

FOR THE CITY OF FRESNO:

RICHARD CABRAL
Battalion Chief

JONATHAN HOLTZMAN, Esq.
Special Counsel

THEODORE SEMONIOUS
Battalion Chief

KENNETH PHILLIPS
Labor Relations Manager

PETE FLORES
President, IAFF Local 753

LORI NAJERA
Sr. Human Resources Analyst

CHERYL CARLSON
Management Analyst III

STEVEN SHUBIN
Senior Accountant-Auditor

BURKE DUNPHY, Esq.
Special Counsel

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 

Supervising Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have set their hands this
_____ day of _____, 2014.

FOR THE INTERNATIONAL
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FOR THE CITY OF FRESNO:

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Supervising Deputy City Attorney

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BURKE DUNPHY, Esq.
Special Counsel

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
Supervising Deputy City Attorney

TABLE I Fire Management - Unit 10 Salaries - Effective August 5, 2013						
STEP	A	B	C	D	E	F
Fire Battalion Chief	7888	8284	8697	9131	9587	10,066
Fire Deputy Chief (E2 Range)		6483	–	12,768		

TABLE II Fire Management - Unit 10 Salaries - Effective February 10, 2014						
STEP	A	B	C	D	E	F
Fire Battalion Chief	7888	8284	8697	9131	9587	10,066
Fire Deputy Chief	10,001	10,502	11,028	11,580	12,160	12,768

TABLE III Fire Management - Unit 10 Salaries - Effective January 1, 2016 (2.5% increase)						
STEP	A	B	C	D	E	F
Fire Battalion Chief	8086	8492	8915	9360	9827	10,318
Fire Deputy Chief	10,251	10,765	11,304	11,870	12,464	13,088

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Agreement Between
The City of Fresno
and
IAFF Local 753, Management Unit

The City of Fresno (City) and the International Association of Fire Fighters, Local 753, Fire Management agree to meet and confer over pension-related topics. Such topics shall be limited to new employees.

Signed:

For the City of Fresno

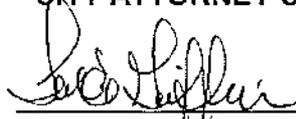
For the IAFF Local 753
Fire Management

Date

Date

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY:



Supervising Deputy City Attorney

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**FY 2014 Proposed MOU Agreement
With Health & Welfare Increase
Unit 10
January 7, 2014**

	FY 2014 Effective 2/10/14	FY 2015	FY 2016	Total
3 Percent Employee Contribution to Pension ¹ (Cease 2 Percent City Contribution and 1 Percent EE Pickup)	\$ 16,900	\$ 48,900	\$ 48,900	\$ 114,700
2.5 Percent Salary Increase @ 1/1/16	0	0	(20,400)	(20,400)
Salary Increase Impact to Pension ^{1,2}	0	0	(3,900)	(3,900)
Salary Increase Impact to Medicare ³	0	0	(300)	(300)
Salary Increase Impact to Shift Premium Pay (Based on FY 13 Actuals)	0	0	(6,100)	(6,100)
Reduce 24 Hours of Accruals (12 Holiday, 12 Vacation) ³	13,400	13,400	13,400	40,200
Health and Welfare Contribution:				
Cap City Contribution at \$800 Yr. 1, \$840 Yr. 2 and \$882 Yr 3 ⁴	3,500	4,200	(2,300)	5,400
Total Savings	\$ 33,800	\$ 66,500	\$ 29,300	\$ 129,600
FY 2014 Adopted Appropriations - Salary/Fringe Budget	\$ 2,232,362			
Savings as a Percentage of FY14 Salary/Fringe Budget	1.51%	2.98%	1.31%	

¹Current employer pension and medicare contribution rates are 20.19 and 1.45 percent, respectively. Based on this agreement, the employer contribution rate will be 19.19 percent in FY 16 as the employee will pick up one percent of the cost.

²Pension impact calculation excludes costs derived from pensionable premium pays.

³Savings calculated based on the average hourly rate for the unit.

⁴Savings calculation is the difference between the current City contribution rate of \$867 and the proposed City contribution rate of \$800 in Year 1 (effective March 1, 2014), \$800 in Year 2 and \$842 in Year 3.

*This analysis used 13 FTE as the current employee count for Units 10.

**The Total column represents budgetary savings.

***All calculations based on a 2912 hour yearly work schedule.

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RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, MAKING THE SECOND AMENDMENT TO RESOLUTION NO. 2013-101 ENTITLED "A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ESTABLISHING RULES FOR THE APPLICATION OF CITY EMPLOYEE COMPENSATION RATES AND SCHEDULES AND RELATED REQUIREMENTS, AND ESTABLISHING COMPENSATION RATES AND SCHEDULES FOR FY 2014"

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

SECTION 1.

Exhibit 10 - Unit 10, Fire Management, is hereby amended to provide a salary effective on the dates stated for respective classes in the said Exhibit 10, as required by the adoption of the successor Memorandum of Understanding for the International Association of Firefighters, Local 753 (IAFF Management, Unit 10).

SECTION 2.

Upon final legislative approval, this Resolution shall become effective on February 10, 2014.



* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the

_____ day of _____, 2014.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2014
Mayor Approval/No Return: _____, 2014
Mayor Veto: _____, 2014
Council Override Vote: _____, 2014

YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY:  _____
Tina R. Griffin, Supervising Deputy City Attorney

EXHIBIT 10
Unit 10 – Fire Management

CLASS TITLE	JOB CODE	PROB PER	RANG E	A	B	C	D	E	F
Fire Battalion Chief	425005e	12		7658	8042	8443	8865	9307	9772
Fire Deputy Chief	425006e	--	E2		6483	-	12,768		

EXHIBIT 10
Unit 10 – Fire Management, effective 8/5/13

CLASS TITLE	JOB CODE	PROB PER	RANG E	A	B	C	D	E	F
Fire Battalion Chief	425005e	12		7888	8284	8697	9131	9587	10,066
Fire Deputy Chief	425006e	--	E2		6483	-	12,768		

EXHIBIT 10
Unit 10 – Fire Management, effective 2/10/14

CLASS TITLE	JOB CODE	PROB PER	RANG E	A	B	C	D	E	F
Fire Battalion Chief	425005e	12		7888	8284	8697	9131	9587	10,066
Fire Deputy Chief	425006e	--	E2	10,001	6483 10,502	- 11,028	12,768 11,580	12,160	12,768

*2/10/14 Second Council Amendment
Supersedes Original*

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