City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO.	2C
COUNCIL MEETING:	06/05/14

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

Date: **June 5, 2014**

FROM: Jeff Cardell, Director
Personnel Services Department

BY: Ken Phillips, Labor Relations Manager
Personnel Services Department

SUBJECT:

1. Adopt an MOU between the City of Fresno and the International Brotherhood of Electrical Workers (IBEW), Local 100 (Non-Supervisory Groups & Crafts – Unit 7)

2. Adopt a Side Letter of Agreement between the City of Fresno and IBEW, Local 100 (Non-supervisory Supervisory Groups & Crafts – Unit 7) on Pensions for New Employees

3. Adopt the Sixth Amendment to the Salary Resolution No. 2013-101, Amending Salaries in Exhibit 7, Non-Supervisor Groups & Crafts (IBEW)

RECOMMENDATIONS

It is recommended that Council: 1) approve the attached Memorandum of Understanding (MOU) to implement changes in wages, hours and other terms and conditions of employment for City employees in Unit 7, represented by IBEW, Local 100; 2) approve a Side Letter of Agreement on Pensions for New Employees in Unit 7; and 3) adopt the Sixth Amendment to the Salary Resolution No. 2013-101, Exhibit 7.

EXECUTIVE SUMMARY

The City and IBEW commenced negotiations in May 2013. In October 2013, the City declared impasse. After several mediation sessions beginning January 21, 2014, IBEW presented a proposed MOU to its members who voted to accept the terms on May 15, 2014.

The proposed MOU includes an employee pickup of the City's share of retirement costs, an increase in the employee share of health & welfare premiums, reductions in leave accruals, and commitments to reopeners on health care premiums and pensions.

Council is asked to approve the MOU, a Side Letter on pensions for new employees, and a salary resolution amendment which changes base pay for employees in the Unit.

BACKGROUND

The City and the Union met on numerous occasions between May and October 2013, but were unable to reach agreement on all issues. In October 2013, the City declared impasse. On January 21, 2014, after an initial impasse meeting, the parties met with a mediator in a final attempt to reach agreement. After two mediation sessions with the mediator and additional meetings between the parties, IBEW took a proposed MOU to its members on May 15, 2014. Members voted to accept the proposed MOU. Council was advised of the terms in closed session and the City Attorney's Office has approved documents as to form.

The proposed successor MOU includes an employee pickup of the City's share of retirement costs, an increase in the employee payment toward health & welfare premiums, reductions in holiday leave accrual and reopeners on health and welfare plans, and the Health & Welfare Trust.

Following is a summary of the major changes to the existing terms and conditions in the MOU.

Term
- The MOU will be effective from June 5, 2014, through June 30, 2016.
- Negotiations are to start as early as five months before the MOU expires.

Salaries/City Retirement Costs
- A 3% pay reduction in June 2012 is to be discontinued on June 16, 2014.
- Employees will contribute 4% towards City retirement costs effective June 16, 2014.
- The amount of employee payment towards City retirement will be reduced to 2% effective December 28, 2015 and will be reduced to 0% on June 26, 2016.

Health & Welfare
- Effective July 1, 2014, the City will pay 75% of the health and welfare premium. Future increases will be split so that 50% will be absorbed by the City and 50% will be absorbed by employees. There is a reopener in the event another Unit negotiates better terms.
- There will be a reopener on health plans and on the Health Trust.

Holiday Accruals
- Eliminate 2 holidays (two personal days). Currently there are 3 floating holidays.

Sick Leave
- A 600 hour cap will be placed on accumulation of sick leave. Currently there is no cap.
- Those with sick leave balances greater than 500 hours will have hours over 500 deposited in a separate sick leave bank.

Overtime
- Employees can sign up for overtime. Overtime to be distributed evenly based on needs, skills, and other factors.

- A provision imposed in 2012 which allows double time on second day off only if the employee works the first day off was included in the MOU.

Bilingual Premium Pay: Provisions imposed in 2012 which require that employees be recertified every five years and provide for department designation of positions which should be bilingual was included in the MOU.

Alternate Work Schedules
- 4-10's in the Streets Division can be altered for light duty restrictions.
- A provision imposed in 2012 which allows the division to create a different schedule in the Streets Division after a meet and confer process was included in the MOU.

Transfers: Previous language on transfers was deleted and replaced by language that provides that those seeking a transfer will have an opportunity to be considered for vacancies.

Workers Compensation: Salary replacement will be at same rate as in state law – 66.67% of earnings. It is currently 76% of base pay.

Standby Equipment: A provision imposed in 2012 that gives departments the option of providing certain equipment when employees are assigned standby duty was included in the MOU.

Federal Drug Policy: The parties agree to a reopener if the law changes and the City changes the City-wide policy is changed.

Other Changes: Language was cleaned up and improved throughout the MOU.

In addition to the above, IBEW agreed to a reopener on pensions for new employees. Discussions are expected to include a possible new tier for new employees, enhanced sharing of retirement contributions, and a change to the Deferred Retirement Option Program (DROP).

Council is being asked to approve the attached MOU, Side Letter of Agreement for pensions for new employees, and an amendment to the Salary Resolution changing base salaries for employees in Unit 7.

ENVIRONMENTAL FINDINGS

Not applicable.

LOCAL PREFERENCE

Local preference is not applicable.

FISCAL IMPACT

The estimated current annualized savings for these items is approximately $73,900 in the first year of the MOU. For the General Fund, estimated annualized savings is approximately $3,600. In the second year, the estimated current annualized cost for these items is approximately $11,600. For the General Fund in the second year, the estimated annualized cost is approximately $570.

There are also long term cost savings associated with the reduction of holiday leave accruals and the cap on sick leave accruals.

Attachments: MOU with IBEW (red line version)
MOU with IBEW
Agreement on Retirement Reopener
Cost Savings Report
Salary Resolution Amendment

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 100

(Non-Supervisory Groups and Crafts – Unit 7)

FISCAL YEARS

~~2008 – 2011~~
June 5, 2014 – 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

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 the International Brotherhood of Electrical Workers, Local Union 100, hereinafter referred to as IBEW, has as its purpose the establishment of wages, hours, and other terms and conditions of employment.

All items which are new to this MOU and were not contained in the terms imposed by the City by Council action on June 28, 2012 are effective June 16, 2014 unless otherwise stated in this MOU.

B. GOVERNING LAWS

The legal relationship between the City and its employees (employer/employee) and the City and IBEW is governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 *et seq.*, commonly known as the Meyers-Milias-Brown Act (MMBA)), applicable provisions of the Public Employment Relations Board (PERB) and Article **6** ~~19~~ of Chapter **3** ~~2~~ of the Fresno Municipal Code, hereinafter FMC. In the event of conflict between said laws and this MOU, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. EMPLOYEE RIGHTS

Except as otherwise provided in this MOU, the rights of employees include those set forth in FMC Section **3-604** ~~2-1904~~. Execution of this MOU shall not be deemed a waiver of any Union or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

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

ARTICLE III

CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section **3-605** ~~2-1905~~, as may be amended from time to time, specifically:

   "a. The exclusive rights of the City include, but are not limited to, the right to

      (1) determine the mission of its constituent departments, divisions, commissions, and boards;

      (2) set standards of service and municipal fees and charges;

      (3) determine the procedures and standards of selection for employment, assignment, transfer and promotion;

      (4) direct its employees;

      (5) take disciplinary action;

      (6) relieve its employees from duty because of lack of work or for other legitimate reasons;

      (7) maintain the efficiency of governmental operations;

      (8) determine the methods, means, and personnel by which government operations are to be conducted;

      (9) determine the content of job classifications;

      (10) take all necessary actions to carry out its mission in emergencies;

      (11) exercise complete control and discretion over its organization and the technology of performing its work."

2. All other rights formerly or presently claimed by or vested in the City on the effective date of this MOU and not mentioned in Subsection 1. (a) are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.

ARTICLE IV

RECOGNITION

A. RECOGNITION OF UNIT DESCRIPTION

The non-supervisory groups and crafts unit, hereinafter Unit, consists of all employees holding a permanent position, as defined in FMC Section **3-202** ~~2-1601.1~~(p)(4), in one of the classes (hereinafter collectively referred to as employee unless otherwise specified) contained in Exhibit ~~9~~ **7** of the Salary Resolution, listed below, provided that such Unit may be modified from time to time in the manner designated in the FMC Sections **3-613** ~~2-1913~~ and **3-614** ~~2-1913.2~~.

Air Conditioning Mechanic
Concrete Finisher
Electrician
Painter
Plumber

B. UNION RECOGNITION

The City acknowledges IBEW as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by IBEW, 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 week prior to 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 the resolution of impasse, the City will entertain meet and confer process proposals from IBEW as early as March 1 of the year the MOU expires.~~ **MOU negotiations may be initiated at the request of either party as early as five months preceding the expiration of the MOU**.

C. CITY RECOGNITION

IBEW recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City, 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 matters within the scope of representation ~~at least one 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 by the City Charter~~.

D. RECOGNITION OF MUTUAL OBLIGATION

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

E. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.

2. No unlawful strike or work stoppage by City employees, as defined in FMC Section **3-624** ~~2-1923~~, shall be caused, instigated, encouraged, condoned, participated in, or honored by IBEW or its members during the term of this MOU.

F. 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 procedure outlined in the FMC **and as required by the MMBA**.

G. EMPLOYEE PERFORMANCE EVALUATIONS

1. Each City department shall have the right, at a minimum, to conduct annual employee performance appraisals on a department-wide basis for all employees at the discretion of the appointing authority.

2. Supervisors shall complete quarterly evaluations on probationary employees. Two (2) evaluations shall be conducted during the first six (6) months and two (2) during the second six (6) months.

3. An employee who disagrees with a performance evaluation may within ten (10) calendar days from the date of receipt of the performance evaluation:

   a. Write a rebuttal statement for attachment to the performance evaluation form; and/or

   b. Request further review with the supervisor of the reviewer, but in no case higher than the department head.

4. Employee performance evaluations are not subject to the grievance procedure.

ARTICLE V

DUES DEDUCTION

A. GENERAL

Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and IBEW agree that all employees in positions in a class in this Unit shall be required, as a condition of continued employment, to join IBEW or to pay IBEW a Service Fee. The procedure governing dues deductions, service fee, general assessments, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section **3-620** ~~2-1919~~.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by an employee who desires a dues deduction in this Unit.

2. If an employee in this Unit desires the City to deduct dues or benefit premiums from the employee's paycheck, a deduction authorization shall be made by the employee 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 IBEW. IBEW will notify the City in a timely manner of any changes in the Service Fee. IBEW shall neither require a non-member of IBEW to make any payment to a Political Action Committee, nor shall IBEW 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, within thirty (30) calendar days of receipt of notice from IBEW, authorize deduction of either IBEW dues or a Service Fee from the employee's paycheck and does not regularly make such payment directly to IBEW, IBEW shall provide a certification to the City of such failure. Prior to such certification, IBEW shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond within thirty (30) calendar days. Certification shall be on a form provided by the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure unless another established appeal procedure exists.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

1. Exceptions to Subsection 3. above shall be as provided in Section 3502.5(c) of the Government Code. An employee claiming exemption shall provide proof satisfactory to the City of such exemption, and shall contribute an amount equal to the service fee to either the United Way, CHAD, or the Red Cross. Proof of such contribution shall be required monthly. These provisions may be rescinded pursuant to the procedures set forth in Government Code Section 3502.5(d).

2. An employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorization. When an employee 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 may the member be required to deposit, nor may the member deposit with the City Controller, the amount which would have been deducted if the member had been in a pay status during that 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 CHECK

1. The deduction check covering all such deductions shall be transmitted at least monthly to:

   INTERNATIONAL BROTHERHOOD OF
   ELECTRICAL WORKERS, LOCAL 100 (IBEW)
   ~~1921 N. Gateway Blvd., #102~~
   5410 E. Home Ave.
   Fresno, California 93727-~~1605~~

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

2. The deduction check shall be made in favor of:

   INTERNATIONAL BROTHERHOOD OF
   ELECTRICAL WORKERS, LOCAL 100 (IBEW)

ARTICLE VI

GRIEVANCES

A. 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. 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 employee-employer 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. (See Article VI, A-5 below).

3. IBEW may represent employees covered by this MOU on grievances under the grievance procedure.

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

   a. The grievant and/or IBEW 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 (20) 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 ten (10) calendar days.

b. Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may within ten (10) calendar days file an appeal with the department head. The department head shall have fourteen (14) 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 department head may confer with the grievant and appropriate supervisors in an attempt to bring about a harmonious solution.

c. The City and IBEW may mutually agree to waive steps 1 and 2 and proceed directly to hearing by the Committee when the issue is one in which the grievant's supervisor or department head has no jurisdiction.

(1) If the grievant is not satisfied with the decision of the department head, the grievant may within seven (7) calendar days after receipt of the written reply, file a request for a review of the department head's decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be reviewed and approved by the IBEW Business Agent or designee before it is delivered to the Labor Relations Division.

(2) The City and IBEW 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 grievances are automatically extended for so long as mediation is in process.

(3) From the date a grievance otherwise meeting all criteria for the filing and processing of a grievance reaches the Labor Relations office, the Grievance Advisory Committee shall be convened within thirty (30) calendar days in order to hear the grievance.

(4) All time limits herein may be extended by mutual agreement of the parties.

(5) 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.

d. The City Manager shall review the decision of the department head and recommendations of the Grievance Advisory Committee and

shall render a written decision to the grievant within twenty (20) calendar days after receipt from the Grievance Advisory Committee.

e. Failure of the grievant to file an appeal within the specified time limit for any step of the procedure shall constitute 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. Failure of the City Manager to render a decision within the specified time limit will default to the Grievance Advisory Committee or neutral decision.

5. The Grievance Advisory Committee shall be comprised of three (3) members: One selected by IBEW, one selected by the City, and the Chairperson. The Chairperson may be chosen either by mutual agreement of IBEW 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 exclusively of the selected neutral.

a. 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 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.

b. Fees and expenses of the neutral shall be paid half by the City and half by IBEW; provided, however, that the Committee may recommend that the City or IBEW pay the total of such fees and expenses should it find that, but for the unreasonableness of that party's posture, the convening of the Committee would not have been necessary. The City and IBEW shall select a chairperson or request a list of neutrals within twenty (20) calendar days of the receipt of a grievance requesting review by a Grievance Advisory Committee by the Labor Relations Division.

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~~ **A.** SALARIES

The base rate of pay of all employees in this Unit that were reduced effective July 16, 2012 shall be prospectively restored effective June 16, 2014, as reflected on Table I.

~~1. Effective July 1, 2007, salaries for all classes in this Unit shall be increased by three percent (3%), as reflected on Table I.~~

~~2. Effective the first pay period of Fiscal Year 2008, all classes in this Unit shall receive an employee development stipend of fifty dollars ($50.00) per month which will be prorated at $23.08 over twenty-six (26) pay periods each year. The employment development stipend is pensionable. The employee development stipend shall continue until otherwise modified as stated below.~~

~~3. Effective July 1, 2008, salaries for all classes in this Unit shall be increased by three percent (3%), as reflected on Table II.~~

~~4. Effective the first full pay period of Fiscal Year 2009, all classes in this Unit shall receive an employee development stipend of fifty dollars ($50.00) per month which will be prorated at $23.08 over twenty-six (26) pay periods during FY09, subject to the actual growth of the Total General Fund Operating Revenue reported for FY08. Total General Fund Operating Revenue are those items set forth in Attachment "A" under the category of Total Operating Revenue.~~

~~a. The fifty dollar ($50.00) stipend will be subject to a re-opener limited to discussions on the stipend in the event there is an actual unanticipated and "substantial reduction" in the Total General Fund Operating Revenues reported for FY08. For the purposes of this provision, a "substantial reduction" is defined as less than six percent (6%) actual growth in the Total General Fund Operating Revenue reported for FY08 over the FY07 Total General Operating Revenues. The development stipend is pensionable. Employees will continue to receive the stipend until such~~

~~time as the meet and confer process is exhausted as outlined below if the growth in the General Fund is less than six percent (6%).~~

~~b. The parties will meet the first week in April 2008 to review budget projections for FY 09. If the parties mutually agree that the growth in the budget will equal or exceed six percent (6%), the agreement will be reduced to writing and the stipend will be continued. If there is no mutual agreement that the growth in the General Fund budget will be equal to or above six percent (6%), the parties will promptly meet to implement the limited re-opener.~~

~~c. The impasse procedure in Section 3-617 of the Fresno Municipal Code shall be modified for this limited re-opener. Either party may declare impasse. Once impasse has been declared, the parties will proceed immediately to mediation, bypassing the initial impasse meeting, and select a mediator. If there is no mutual agreement on a mediator, the California State Mediation & Conciliation Service will be asked to select a mediator and the parties will utilize the person selected. Time lines shall commence upon the first meeting with the mediator. Time lines can only be waived by mutual agreement of the parties. Mediation shall proceed in accordance with FMC 3-617. Within ten (10) calendar days of the first mediation session, either party may move the process to fact finding. The mediator shall then act as the fact finder. Fact finding shall proceed in accordance with FMC 3-617 except that the fact finder's report shall be delivered to the parties within ten (10) days of moving the process to fact finding unless the time line is extended by mutual agreement of the parties. Once the fact finder's report has been made public in accordance with FMC 3-617, the meet and confer process shall be exhausted.~~

~~5. Effective July 1, 2009, salaries for all classes in this Unit shall be increased by three percent (3%), as reflected on Table III.~~

~~6. Effective the first full pay period of Fiscal Year 2010, all Unit employees shall receive an increase in general wages equal to $23.08 per pay period subject to the actual growth of the Total General Fund Operating Revenue reported for FY09. Total General Fund Operating Revenue are those items set forth in Attachment "A" under the category of Total Operating Revenue.~~

~~a. The $23.08 per pay period increase in general wages will be subject to a re-opener limited to discussions on this issue only in the event there is an actual unanticipated and "substantial reduction" in the Total General Fund Operating Revenues reported for FY09. For purposes of this provision, a "substantial reduction" is defined as less than six percent (6%) actual growth in the Total General Fund Operating Revenue reported for FY09 over the FY08~~

~~Total General Operating Revenues. Employees will receive an employee development of fifty dollars ($50.00) per month which will be prorated at $23.08 over twenty-six (26) pay periods until such time as the meet and confer process is exhausted as outlined above in Year 2 if the growth in the General fund is less than six percent (6%). The development stipend is pensionable.~~

~~b. The parties will meet the first week in April 2009 to review budget projections for FY 10. If the parties mutually agree that the growth in the budget will equal or exceed six percent (6%), the agreement will be reduced to writing and the $23.08 per pay period increase in general wages will be continued, and Tables III & IV will be amended to reflect this change. If there is no mutual agreement that the growth in the General Fund budget will be equal to or above six percent (6%), the parties will promptly meet to implement the limited re-opener as set forth in FY09.~~

~~7. Effective July 1, 2010, salaries for all classes in this Unit shall be increased by three percent (3%), as reflected on Table IV.~~

~~8. If the employee development stipend is not integrated into general wages of the employees in FY10 as stated above in subparagraph 6, effective the first full pay period of Fiscal Year 2011, all Unit employees shall receive an increase in general wages equal to $23.08 per pay period, subject to the actual growth of the Total General Fund Operating Revenue reported by FY10.~~

~~a. The $23.08 per pay period increase in general wages will be subject to a re-opener limited to discussions on this issue only in the event there is an actual unanticipated and "substantial reduction" in the Total General Fund Operating Revenues reported for FY10. For purposes of this provision, a "substantial reduction" is defined as less than six percent (6%) over the FY09 Total General Operating Revenues. Employees will receive an employee development stipend of fifty dollars ($50.00) per month which will be prorated at $23.08 over twenty-six (26) pay periods until such time as the meet and confer process is exhausted as outlined above in FY09 if the growth in the General fund is less than six percent (6%). The development stipend is pensionable.~~

~~b. The parties will meet the first week in April 2010 to review budget projections for FY 11. If the parties mutually agree that the growth in the budget will equal or exceed six percent (6%), the agreement will be reduced to writing and the $23.08 per pay period increase in general wages will be continued, and Table IV will be modified to reflect this change. If there is no mutual agreement that the growth~~

~~in the General Fund budget will be equal to or above six percent (6%), the parties will promptly meet to implement the limited re-opener as set forth in FY09.~~

B. Retirement Contribution

Effective June 16, 2014, and ending December 27, 2015, employees in Unit 7 shall make an additional contribution equal to four percent (4%) of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Employees Retirement System. The employee shall have no option to receive the four percent (4%) contribution in cash. The four percent (4%) 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.

Effective December 28, 2015, through June 26, 2016, employees in Unit 7 shall make an additional contribution equal to two percent (2%), as opposed to four percent (4%), of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Employees Retirement System. The employee shall have no option to receive the two percent (2%) contribution in cash. The two percent (2%) contribution paid by the employee will not be credited to an employee's accumulated contribution account, nor will it be deposited into a member's Deferred Retirement Option Program ("DROP") account.

C. OVERTIME (OT) AND PREMIUM PAY

1. Overtime:

Work performed in excess of eight (8) hours a day, **(or ten (10) hours a day for a 4-10 schedule)** ~~or~~ forty (40) hours a week, or on an employee's first scheduled day off in a week, shall be compensated at the rate of one and one half (1 1/2) the straight time hourly rate. If an employee works on the employee's first scheduled day off, then work performed on the employee's second scheduled day off in a week shall be compensated at two (2) times the straight time hourly rate, otherwise the work will be paid at the rate of one and one half (1½) the straight time hourly rate. For employees on a 4-10 schedule: (1) work on the first and second

scheduled day off shall be compensated at the rate of one and one half (1 1/2) the straight time hourly rate; (2) if an employee works on the first and/or second day off and also works on the third day off, the third day will be compensated at two (2) times the straight time hourly rate, otherwise work will be paid at the rate of one and one half (1½) the straight time hourly rate. There shall be no pyramiding of overtime or hazardous duty premium rates and two times the straight time rate of pay shall be the maximum compensation for any hours worked. Employees on vacation ~~may be permitted to work by notifying~~ **who are involuntarily recalled to work by** the department ~~of their desire to work, and~~ shall be compensated at the applicable overtime rate in addition to the employee's vacation.

A list will be established in each work unit with employees in Unit 7 for those employees to volunteer for overtime. Employees who wish to work voluntary overtime may add or remove their name at any time from the list. Work units shall endeavor to distribute overtime work as equally as practicable within the work unit, with the understanding that many business related factors, including, for example, expertise, job location, and employee availability, can and will influence overtime assignments.

2. Premium Pay:

a. Hazardous Duty - Electricians working on poles, towers, trees, or on any equipment at a height of fifty (50) feet or more shall be compensated at two (2) times the straight time rate for the actual hours worked at such heights. Work performed in trees at a height of forty-nine (49) feet or less shall be compensated at one and one-half the straight time rate for actual hours worked. Work performed on poles, towers, trees, or on any equipment at a height of fifty (50) feet or more, or on trees at any height on an employee's scheduled days off shall be compensated at two (2) times the straight time rate for the actual hours worked.

Painters working at a height of thirty (30) feet or more, or as a spray operator, sandblaster or pipe painter, shall receive an additional four percent (4%) of the straight time rate of pay for the actual hours worked.

b. Call Back Pay - An employee called in to work after completing the employee's regular shift and having left the property, or ~~on a day~~ **during hours** the employee was not **regularly** scheduled to work, will be paid a minimum of two (2) hours at time and one-half the employee's base rate of pay commencing from the time the employee receives the call and ending when the employee returns home, with a one-half (½) hour maximum travel time. An employee

called in to work on the employee's second day off will be paid a minimum of two (2) hours at two (2) times the base hourly rate of pay commencing from the time the employee receives the call and ending when the employee returns home, with a one-half (½) hour maximum travel time **if the employee was called in on the employee's first day off. Employees on a 4-10 schedule will get time and one half (1 ½) on the employee's first and second day off, and will receive two times the base salary on the third day off if the employee works on either the first or second day off.**

In the event an employee receives a second or subsequent call prior to completing a two (2) hour call-back, the employee shall be compensated at the applicable rate of pay for the time actually spent correcting the problem(s), which exceeds the two (2) hour minimum.

However, an employee shall be compensated the two (2) hour minimum every time the employee is called in and required to leave the employee's residence and report to work.

Permanent employees occupying classes of Electrician, Air Conditioning Mechanic or Plumber who are assigned by Management to perform diagnostic and/or corrective work from an off-site location via lap-top computer and modem, or telephone, after having completed their regular shift or on a day the employee was not scheduled to work, will be paid a minimum of two (2) hours at time and one-half of their base rate of pay. Employees who perform such work on their scheduled day off will be paid in accordance with the overtime provisions in Section C.1. above~~, and on their second day off will be paid a minimum of two (2) hours at two (2) times the base rate of pay~~ commencing from the time the employee receives the call. In the event an employee receives a second or subsequent call prior to completing the assigned diagnostic and/or corrective work within two (2) hour call-back minimum, the employee shall be compensated at the applicable rate of pay for the time actually spent correcting the problem(s), which exceeds the two (2) hour minimum.

c. Standby duty is defined as all time outside of an employee's normal/regular scheduled work shift where management requires an employee to be available to respond to work related problems. Employees may be assigned to standby duty on a rotating basis, however, employees shall not be assigned to standby duty during periods of approved leave. Additionally, requested leave shall not be unreasonably denied due to standby duty. An employee assigned to standby will be required to carry a City pager and/or

City cell phone (if available), and shall not consume alcohol during the standby period or any substance which may impair the employee's ability to perform all required duties. Employees on standby are required to respond and shall report to their division/section or the work site within one (1) hour of being contacted.

(a) Compensation - Standby premium pay for work week nights, from the end of the shift on the first day to the beginning of the shift on the following day, shall be $1.25 per hour or $20.00 for each night. Standby premium pay for an employee's scheduled days off, from the end of the last shift of the week to the beginning of the first shift of the following week, shall be $1.75 per hour or $112.00. When Christmas Day or Thanksgiving Day falls on a regularly scheduled work day, the standby premium shall be $1.75 per hour or $42.00 per holiday.

(i) Time spent on standby duty shall not be considered hours worked~~, and that standby premium pay shall not be included in the calculation of an employee's regular rate of pay under the Fair Labor Standards Act~~.

(ii) In the event an employee on standby duty is required to and does report to the work site, the employee will be paid as set forth in Subsection b. above, in addition to the standby pay.

(b) Off-Site Diagnostic/Corrective Work - Permanent employees occupying the classes of Electrician, Air Conditioning Mechanic or Plumber who are assigned to standby duty by Management and who perform diagnostic and/or corrective work from an off-site location after having completed their regular shift or on the first day an employee is not scheduled to work, will be paid a minimum of two (2) hours at time and one-half of their base rate of pay. Employees who perform such work on their scheduled day off will be paid in accordance with the overtime provisions in Section C.1. above~~, and on their second day off will be paid a minimum of two (2) hours at two (2) times the base rate of pay~~ commencing from the time the employee receives the call. In the event an employee receives a second or subsequent call prior to the end of the two (2) hour period the employee shall be compensated at the applicable rate of pay for the time

actually spent correcting the problem(s), if the two (2) hour minimum is exceeded.

(i) An employee who receives any other calls between shifts or on a non-scheduled work day after the first two (2) hour call period has ended, shall be paid a minimum of eighteen (18) minutes at the appropriate rate for the first or second day off, as stated above, for each additional incident thereafter, or for the time actually spent correcting the problem(s) which exceeds the eighteen (18) minute minimum. If the employee reports to the job site, call-back pay shall be paid pursuant to paragraph 2.b.

d. Night Shift - Each employee who is regularly assigned/scheduled (including as is provided for in Article VII, Section G. Subsection 7.) to work a "night shift" between the hours of 5:00 p.m. and 8:00 a.m. shall receive night shift premium pay in addition to the employee's base rate of pay. If one-half (½) or more of an employee's regularly scheduled shift hours fall between 5:00 p.m. and midnight, the night shift premium pay will be $1.00 per hour for all actual hours worked that shift. If one-half (½) or more of an employee's regularly scheduled shift hours fall between midnight and 8:00 a.m., the night shift premium pay will be $1.50 per hour for all actual hours worked that shift.

e. Show Up Time - An employee who reports to work at the regular starting time and for whom no work is provided shall be paid for two (2) hours, unless the employee was notified one (1) or more hour(s) prior to starting time not to report.

An employee who reports to work and for whom less than eight (8) hours work is provided shall be paid only for actual hours worked that shift.

f. Temporary Assignment Pay - Employees who are assigned leadworker functions and responsibilities shall receive an additional ten percent (10%) above their applicable base rate of pay for **any workday the employee is assigned and performs** ~~the actual time spent performing~~ leadworker functions and responsibilities. ~~Actual~~ **All** hours worked performing leadworker functions and responsibilities in excess of eight (8) hours in a day, or forty (40) hours in a workweek, shall be paid at one and one-half (1½) times the applicable classes' leadworker temporary assignment rate of pay. Employees who perform leadworker functions on their scheduled day off will be paid in accordance with the overtime

provisions in Section C.1. above using the leadworker rate of pay. Actual hours worked performing leadworker functions on an employee's first day off in a workweek shall be compensated at one and one-half (1½) times the applicable classes' leadworker temporary assignment rate of pay, and for a second day off in a workweek, **if the employee worked on the first day off** at two (2) times the applicable classes leadworker temporary assignment rate of pay, **otherwise, the second day off shall be at one and one-half (1½) times the applicable classes' Leadworker temporary assignment rate of pay. Employees on a 4-10 schedule shall receive one and one-half (1½) the applicable classes' leadworker temporary assignment rate of pay for hours worked on the first and second days off, and will receive two times the applicable classes' leadworker temporary assignment rate of pay on the third day off if the employee works on either the first or second day off.** Employees may not elect to accrue compensatory time off in lieu of cash payment for actual hours worked as a leadworker. Performing leadworker functions and responsibilities is a temporary assignment, not a promotion, which is determined solely by management.

g. Bilingual Certification Program - The bilingual certification program consists of a City administered examination process whereby employees may apply for bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable **unless otherwise required under law**.

1. Bilingual certification examinations will be conducted in December of each year. During the examination noticing period, examination applications will be available at the Department of Personnel Services Department, Human Resources Division and City department personnel units. **In order to remain eligible to receive bilingual premium pay, employees must take and pass the certification examination once every five (5) years.**

2. Department Directors or their designee shall designate those classes and positions or assignments in which bilingual skill is needed.

   a. In order to qualify for the December examinations, applications must be received by the Human Resources Division during the month of November, but no later than the last regular business day in

November and signed by the Department Director or designee.

b. Bilingual examination application deadlines are not appealable or grievable.

c. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish and Vietnamese languages.

d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay my not refuse to translate while on the job.

e. Employees who are bilingual but who have chosen not to participate in the Bilingual Certification Program shall not be required to translate on the job except in an emergency.

f. The bilingual premium pay rate for certified permanent employees will be fifty dollars ($50) per month regardless of how many languages for which an employee is certified.

3. There shall be no pyramiding or duplication of overtime or premium rates, except as set forth in Article VII. Employee schedules shall not be changed solely for the purpose of avoiding the payment of overtime.

D. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

1. The City and IBEW 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 IBEW.

2. ~~The~~ **Effective July 1, 2014, the** City's contribution will be ~~eighty~~ **seventy-five** percent (~~80~~ **75%**) of the ~~per month, per~~ employee**'s health and welfare** premium. ~~established by the Fresno City Employees Health and Welfare Trust Board, and the employee~~ **After July 1, 2014, the cost of any future increases in the health and welfare premium will be shared equally between the City and the employee, with fifty percent (50%) to be paid by the City and fifty percent (50%) to be paid by the employee. Employees** may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.

3. **Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU with terms imposed resulting in a greater contribution by the City, upon the Union's written request, the City will match that benefit.**

~~3~~ **4.** 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 employee 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. LEAVES

1. Holidays and Birthday Leave:

a. Except as may be modified in this section, Holidays shall be governed by Fresno Municipal Code Section **3-116** ~~2-1513~~:

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

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

c. All employees will receive eight (8) hours compensation at the straight time rate for the above holidays with the following exceptions:

(1) If an employee is required to work on a holiday specified in subsection (a), above, the employee shall receive the employee's regular salary (i.e. base pay rate) for the hours worked on that day, and will be credited with eight (8) hours of holiday leave, including those employees on a 4/10 work schedule, except as provided for in Article VII, Section C., Overtime and Premium Pay.

(2) When a holiday falls on a regularly scheduled day off, employees will be credited with eight (8) hours of holiday leave.

(3) In addition to the holiday credit in Subsection (2), above, employees who are called in or scheduled to work a holiday, which is their regularly scheduled day off, will be compensated at the appropriate rate for a minimum of two (2) hours, or for actual hours worked, whichever is higher.

(4) Eight (8) hours of leave time shall be added to an employee's holiday leave balance on the first pay period following the employee's birthday.

(5) Employees who are absent from duty on leave in an unpaid status, i.e., leave without pay at the end of a shift before the Holiday or an unpaid suspension, or on injury pay immediately preceding or following a holiday shall not be credited for such holiday.

d. Holiday leave may be taken in increments of less than eight (8) hours.

e. Employees may request payment for any holiday leave balance.

2. Sick Leave:

a. Employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment, with unlimited accrual. Except for Administrative Order 2-20 Sick Leave Policy, which shall no longer apply, City FMC, AO's, policies, procedures, rules and regulations concerning sick leave usage and administration shall continue to apply. **Employees shall not accrue additional sick leave once their balance reaches six hundred (600) hours. Employees with sick leave balances that exceed five hundred (500) hours as of June 16, 2014, shall have all hours over five hundred (500) placed in a special sick**

leave account. The account may be used by the employee for any purpose sick leave is authorized to be used, but such usage shall not affect the accrual of regular sick leave.

b. Employees shall be allowed up to forty-eight (48) hours of accrued sick leave per fiscal year for Family Sick Leave to care for family members of their immediate family as defined by ~~the~~ California Labor Code **233**. Family Sick Leave may be used to actually care for or to arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. Employees are encouraged to schedule routine medical and/or dental appointments outside of regular work hours when possible. Use of Family Sick Leave shall be authorized and recorded by a department head of designee.

3. Vacation:

Permanently appointed employees shall receive vacation accumulation in accordance with FMC Section **3-108** ~~2-1510~~; except, however, employees who have been continuously employed by the City for five years or more, but have less than 10 years of such employment, shall accumulate vacation leave with pay at the rate of eight and two-thirds hours for each completed calendar month of employment (refer to table below).

Years of Continuous Employment	**Accrual Rate (hrs./mo.)**
1 – 4 years	8
5 – 9 years	8.667
10 – 19 years	10
More than 20 years	13.334

4. Leave Approval:

When an employee completes and submits a request for leave on a form provided by their department at least thirty (30) calendar days prior to the leave, paid leave shall not be unreasonable**y** denied. The employee's supervisor shall return the form to the employee within seven (7) calendar days indicating whether the requested leave is approved or denied.

5. State Disability Insurance (SDI)

a. Employees who are in bargaining Unit 7, Non-Supervisory Groups and Crafts, represented by the International Brotherhood of Electrical Workers, Local 100 (IBEW) shall be enrolled in the State

Disability Insurance (SDI) coverage plan. Enrollment shall occur as soon as is practicable through the filing of the City of Fresno's (City) Application for Elective Coverage with the State Employment Development Department (EDD). Within a minimum of six (6) months following submission and approval by the EDD director of the City's Application for Elective Coverage an employee shall be eligible to file a valid claim.

b. Employees shall file claims in the same manner as required under the SDI Plan.

c. The City shall maintain SDI through employee payroll deductions to be funded by employee contributions.

d. Employees who are absent from duty because of illness or injury as a result of non-work related injuries who are eligible to use sick leave, vacation leave, holiday leave, compensatory time off or bonus time off, shall be eligible to integrate the payment of SDI benefits with such City-paid leave benefits.

(1) Integrating leave balances is defined as the SDI benefit and the monetary value of the employee's leave balances added together to provide a regular bi-weekly net income.

(2) Integrating leave balances with SDI benefits will continue only if leave balances are available and the employee remains eligible to receive SDI benefits.

(3) The intent of the provision providing for integration of benefits is to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions, as long as such eligible disability qualifies and available leave balances exist. Other employee authorized deductions shall continue to be deducted from the net pay. The net pay, including SDI benefits and net City pay, shall not exceed 100% of the regular pay. If SDI benefits equal or exceed 100% of the regular net pay, no City payment shall be made.

e. Eligible employees may use the following accrued City leave balances in conjunction with SDI benefits:

Sick Leave
Vacation Leave

Holiday Leave
Compensatory Time Off (CTO)
Bonus Time Off (BTO)

f. An employee eligible for SDI benefits shall be limited to the use of Sick Leave at thirteen (13) hours per week to be posted at the beginning of each work week. Once an employee's Sick Leave bank is depleted, the employee has the option of requesting use of Vacation Leave, Holiday or CTO. Request of and approval of Vacation Leave, Holiday, CTO or BTO will be per City policy requiring management's approval of use and the amount of hours to be used shall be posted at the beginning of each work week. If the employee chooses not to utilize Vacation Leave or has none, then the employee will be in a Leave Without Pay (LWOP) status.

g. Initiating the integration of the above accrued leave balances with SDI benefits shall be subject to the following conditions:

(1) The employee contacts their department's payroll clerk to establish a date to begin use of leave. In the event that an employee is unable to notify the department, contact from the employee's spouse, parent, or other close family member will be sufficient.

(2) Upon contacting their department, the employee must immediately file a claim for SDI benefits with EDD.

(3) If the employee chooses not to contact their department as outlined in subsection (1) above, use of leave balances will not occur until the City receives notification of eligibility from EDD.

(4) If the City does not receive the appropriate notification from EDD prior to the end of the employee's disability status, the City shall modify the use of any leave balances to reflect appropriate use of leave in accordance with the MOU and City policies/procedures.

a. When the employee's eligibility has been established, the City shall make leave payments to the employee in the usual manner in accordance with the MOU and City policies/procedures.

b. Any period of absence during which an employee is receiving SDI benefits but is not receiving leave

payments shall be deemed a leave of absence without pay.

c. Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.

d. If an employee exhausts all available leave balances but continues receiving SDI benefits, the City's compensation shall cease.

e. The City shall continue contributions toward the employee's health and welfare benefits and retirement contributions in accordance with established laws and practices during the pay periods that include leave payments by the City. The employee shall be responsible for payment of premiums required to maintain health and welfare benefits when City contributions cease in accordance with established laws, policies and practices.

f. In the event the City determines that legislative, administrative or judicial determinations cause changes which in any way restricts, reduces or prohibits any provision of this Agreement, the parties shall immediately meet to discuss necessary amendments and/or modifications.

6. Health Reimbursement Arrangement (HRA)

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

At separation from permanent employment with the City of Fresno by service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours or less of sick leave **or any other leave** used for sick time (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 with an account for the employee under the HRA to be used solely to pay

premiums for medical insurance (including COBRA premiums). The "value" of the account shall be determined as follows:

- The number of accumulated sick leave hours in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly base rate of pay.

- The hourly base rate of pay shall be the equivalent of the monthly salary for an employee as reflected in Exhibit I, multiplied by twelve (12) months then divided by 2,080 hours.

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

While this provision is in effect employees shall not be allowed to cash out any accumulated or accrued sick leave at retirement.

F. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section **3-118** ~~2-1515~~, an employee who suffers an injury in the course and scope of City employment shall receive ~~76 percent of full wages or salary, excluding overtime~~ **66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury** from the City beginning on the fourth day of such absence, unless hospitalized on the first day for at least 24 hours, or unless the absence exceeds 14 days, in which case, the employee shall receive the pay provided in this Section from the first day. Except for the provision of full pay and its starting date (as modified herein), the remaining provisions of FMC Section **3-118** ~~2-1515~~ shall apply. **Should the State mandated workers' compensation rate of payment be adjusted, the City and the Union will have a limited reopener to adjust the rate accordingly.**

2. At the employee's option, in the event work related injury/illness pay is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may, at the employee's option, take sick leave, vacation, Compensatory Time Off, Bonus Time Off or holiday leave for that period.

G. HOURS OF WORK AND SCHEDULES

1. The work week for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight.

2. The work day, starts at 12:01 a.m. and ends 24 hours later at midnight.

3. The normal work schedule shall be forty (40) hours per week consisting of five (5) days of eight (8) hours each, exclusive of a meal period. This is not intended to guarantee an employee forty (40) hours work each week. The City may release employees without pay due to reasons including, but not limited to, inclement weather or lack of work.

4. Work schedules are established by individual departments/divisions based upon the need to provide service to the public, and/or other City departments.

5. Employees shall receive a one (1) or one-half (2) hour meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Meal periods and rest periods are scheduled by departments/divisions according to the needs of the department/division. The City retains the exclusive right to control the use of City-paid break periods, and exclusive control of the use of City vehicles at all times.

6. Employees whose duties require it shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift.

7. The City may with seventy-two (72)-hour notice to the employees, temporarily modify the employee's working hours due to backlog/workload concerns. This provision is not intended to address working hours modified as a result of daylight savings hours, overtime or other established work hour changes to meet the needs of the City. This temporary modification shall not be less than one (1) week nor more than one (1) month, unless mutually agreed to by the parties. In the event of a bona fide emergency, as determined by management, shorter notification shall be allowed. Emergency modification of an employee's work schedule shall be for a period not to exceed one week.

8. Alternative Workweek Work Schedules

a. 4/10 WORK SCHEDULE - DEPARTMENT OF PUBLIC WORKS - STREET MAINTENANCE DIVISION

4/10 schedules will be the standard work schedule for the Street Maintenance Division. The hours for employees working a 4/10 workweek shall consist of four (4) consecutive ten (10) hour days, Monday through Thursday, 6:00 a.m. to 4:30 p.m., unless modified by the parties.

Except for light duty where so stated below, in order to modify this schedule, the Streets Maintenance Division must provide the Union thirty (30) calendar days notice and provide an opportunity to meet and confer over the proposed changes before any change is made.

Light Duty: An employee's work schedule may be temporarily changed if an employee is placed under a doctor's restriction that limits the amount of work an employee can do or the number of hours the employee can work, after completion of the interactive process between the Department, the employee and the employee's representative.

H. COMPENSATORY TIME OFF (CTO):

1. An employee working approved overtime may elect to take the overtime in pay or elect to bank the overtime as Compensatory Time Off (CTO). CTO may only be used for time off and may not be cashed out, except upon separation from employment, including retirement. However, in the last pay period of each fiscal year, any unused CTO that is not carried over to the next fiscal year, pursuant to subsection 3. below, will be cashed out by the City at the employee's base rate of pay.

2. Upon mutual agreement between the appointing authority and the employee working approved overtime, the employee may take CTO in lieu of overtime pay in the same payroll period in which it is earned. All other accumulated CTO shall be requested and will be subject to approval on the same basis as vacation, except that:

a. Employees may elect to use CTO for medical appointments,

b. CTO may be requested to make up the two hours lost due to the employee's 4/10 work schedule including a regularly scheduled work day that falls on a holiday; and,

c. Employees working in the classification of Concrete Finisher shall be allowed to take CTO to make up for work missed due to rain.

3. An employee may accrue/bank up to a maximum of eighty (80) hours in their CTO Account. Employees may carry over a maximum of forty (40) hours of their CTO balance to the next fiscal year, except that employees working in the classification of Concrete Finisher shall be allowed to carry over a maximum of sixty (60) hours to the next fiscal year.

4. Each employee who has reached the maximum of eighty (80) hours in their CTO account may not elect to bank CTO until their CTO account has been reduced below the maximum allowable amount of eighty (80) hours.

5. CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for the time worked.

I. SENIORITY

1. In accordance with FMC Sections **3-291** ~~2-1671~~ and **3-292** ~~2-1672~~, seniority shall be the determining factor in lay-offs and recalls (reinstatement).

2. If two or more employees were employed on the same date, in the same class, then placement on the eligible list shall be used to determine seniority order.

3. Seniority will continue to accrue during an approved leave without pay taken under the California Family Rights Act and Federal Family Medical Leave Act.

J. TRANSFERS

~~1. A permanent employee may request consideration for transfer to vacant positions in the same class by submitting a written request to the Personnel Director. When vacancies occur in the class, names of employees requesting transfer shall be submitted for consideration prior to the certification of names from an eligible list. Transfers between departments require the approval of both appointing authorities. Approval of the transfer shall not be unreasonably withheld by the appointing authority in the department from which transfer is sought.~~

~~2. Employees who wish to be considered for transfer to another position in the same class within their department may do so by submitting a written request to their appointing authority. The appointing authority shall give first consideration to an employee who requests such transfer.~~

~~3. Employees shall be subject to all policies, procedures, rules and regulations, not inconsistent with this MOU, for the department/division/section/unit to which they have transferred.~~

Permanent employees who request voluntary transfer consideration from a position classification to the same position classification in a different department or division pursuant to FMC 3-261(c) will be considered for the transfer along with all other eligible individuals who are on the eligible list for appointment. Employees shall make their voluntary transfer request for consideration in writing to the Personnel Services Department. Employees will be provided with an opportunity to interview for applicable transfers to the position. If selected for the appointment the transferred employee shall serve the appointment consistent with the requirements of FMC 3-261.

K. EMPLOYEE FATIGUE

1. Employees fatigued by Call Back Duty between scheduled consecutive shifts shall have the right to adequate sleep time before returning to work for duty on the same or next day.

2. Sleep time can be up to eight (8) hours of the scheduled work day. Sleep time shall be deducted from the employee's Compensatory Time Off, Bonus Time Off, Vacation bank or Sick Leave, whichever the employee chooses, with no penalty to the employee.

3. If the employee does not have enough hours in their Compensatory Time Off, Bonus Time Off, Vacation bank or Sick Leave to pay for sleep time, the employee may take the time as unpaid, with no penalty to the employee.

L. STANDBY EQUIPMENT

1. To make it easier and more time efficient for employees assigned to Standby Duty to respond to City requests for Call Back, City management ~~will~~ **may** provide a City vehicle and cell phone, if available, for those employees on standby.

2. While on Standby Duty, permission to take a City vehicle out of the County or for personal use shall be at the discretion of the Department Director, and shall not be unreasonably withheld during special occasions such as holidays, family reunions, birthdays, anniversaries, etc.

M. EMPLOYEE BONUS TIME OFF (BTO)

1. An employee who has no lost time due to injury or illness, whether industrial or non-industrial, in a three (3) month period shall receive one (1) day of Bonus Time Off (BTO) added to his/her BTO account/bank.

   An employee who has no lost time due to injury or illness, whether industrial or non-industrial, in twelve (12) consecutive months shall receive an additional day of BTO added to his or her account/bank.

   An employee with no more than four (4) hours of lost time due to injury or illness, whether industrial or non-industrial, in a three (3) month period shall receive one-half (1/2) day of BTO added to his/her BTO account/bank.

   Each three (3) month period shall be a rolling three (3) months and shall begin on the day after an employee has earned a full day, or one half (½) day of BTO or on the day after an employee has more than four (4) hours of lost time due to injury or illness, whether industrial or non-industrial.

2. Employees may accrue BTO each fiscal year with no cap on the accrual bank.

3. An employee may cash out a maximum of sixty-four (64) hours of accumulated BTO each fiscal year.

4. BTO shall be available for use when earned and shall be subject to approval, except when cashed out.

Any employee who uses sick leave or uses any other leave used in the place of sick leave, except for sick leave utilized for fatigue pay as noted in Section K. above, will not be eligible for BTO.

ARTICLE VIII

FEDERAL DRUG POLICY
(FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT)

1. The City maintains two separate policies, as listed below, to distinguish those procedures required by the Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA). Drug and alcohol testing regulations for employees who are members of the IBEW Unit are governed only by the FMCSA.

   "*Controlled Substances and Alcohol Testing Regulations, Fresno Area Express*", adopted by City Council on March 14, 2006, **as** may be amended from time to time after compliance with the applicable collective bargaining laws.

   "*Controlled Substances and Alcohol Testing Regulations, Federal Motor Carrier Safety Administration*", **as** may be amended from time to time after compliance with applicable collective bargaining laws.

2. Each policy, as revised, is intended to sufficiently summarize the current Federal Regulations required by the Federal Omnibus Transportation Employee Testing Act. Should any amendments/revisions to the FMCSA policy occur, a copy of the amended revision will be forwarded to IBEW's Unit Representative with an offer to meet and confer regarding any potential impact of the amendment/revisions to the affected members. The FMCSA policy will be distributed to every affected member of this Unit upon any amendments/revisions to the policy, and at the time of training and orientation.

3. The Risk/Safety Manager will request an observer not subject to random testing under this policy, (designated observer) and designated, consistent with the September **24, 2009** ~~11, 2006~~, FMCSA policy, by one of the representatives of the affected labor organizations, to be present at the time the random list is generated.

4. A Substance Dependency Advisory Committee shall be maintained and meet at the request of any member to review the impact, modification or repeal of the Omnibus Transportation Employee Testing Act and make recommendations to the City Manager on all matters relevant to the implementation of this policy. Half of the Committee members shall be appointed by the City and half shall be appointed by all recognized employee organizations that are subject either to the regulations promulgated by the Federal Transit Administration (FTA), or the Federal Motor Carrier Safety Administration (FMCSA).

5. Any disciplinary action taken by the City as a result of this policy will be subject to the applicable provisions of current MOUs, Administrative Orders and the FMC concerning representation and appeal process/hearing. Among the factors to be considered in determining the appropriate disciplinary action include the level of the offense, the nature and requirements of the work, length of employment, current job performance, and history of past disciplinary action. Pursuant to the provisions of FMC Section **3-605** ~~2-1905~~(a)(5), the City reserves the exclusive right to determine the level of disciplinary action subject to the disciplinary process referenced above, utilizing the guidelines set forth in the "*Controlled Substances and Alcohol Testing Regulations, Federal Motor Carrier Safety Administration*" policy.

Policy for Random Testing

1. At the beginning of each month, the Risk/Safety Manager will request the presence of the designated labor organization observer to attend a meeting for the purpose of generating a list of names to be randomly tested that month for drugs and/or alcohol. In order to facilitate testing, the Risk/Safety Manager will notify the designated testing facility of the date and time of expected testing so that adequate staffing needs are met.

2. At the appointed time of list creation, the Risk/Safety Manager will request the designated labor organization observer to select a random number between 1-10.

3. Based upon the number selected, the computer will generate lists until that number list is reached. That list will be used for testing and all others will be discarded. Both the Risk/Safety Manager and the observer will sign the selected list to verify its authenticity as being the list selected.

4. The Risk/Safety Manager will review the list and identify the physical location of all employees selected.

5. The Risk/Safety Manager will contact the departmental representative(s) and provide the names of employees who require drug/alcohol testing.

6. Management shall notify selected employees that they have been chosen for random testing. Selected employees for testing shall be subject to testing from the time the employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Employees that are selected, but who are not reasonably expected to return to work before the next list is drawn shall not be tested.

7. Management shall notify the Risk/Safety Manager of the availability of selected employees, and provide information for the file if an employee was not tested.

8. The Risk/Safety Manager shall maintain a separate file for each date that testing is performed. The file shall contain the original list from which the names were used to identify employees to be tested.

9. The Risk/Safety Manager shall place a copy of the completed drug testing report into each corresponding file for that specific date of testing.

10. Upon receipt of information from the Medical Review Officer (MRO) that an employee has tested positive for drugs or alcohol, the Risk/Safety Manager shall advise management that the employee must be precluded from performing in a safety sensitive capacity.

11. The Risk/Safety Manager shall contact the Substance Abuse Professional (SAP) and shall advise the employee of a date and time for referral.

12. Upon receipt of the recommendation of the SAP, the Risk/Safety Manager shall confer with the employee, the employee's representative should he/she choose to be represented, and the appropriate management representative for the purpose of discussing the recommendation of the SAP and if a Last Chance Agreement shall be considered.

13. A positive test result may subject the employee to disciplinary action, up to and including termination, consistent with the provisions mentioned above. Management shall determine the level of discipline including whether a Last Chance Agreement shall be offered. The purpose of the Last Chance Agreement is to allow the employee to return to work (upon testing negative for drugs and alcohol) with the understanding that the recommendation of the SAP be completed and that any future positive test will result in termination without appeal. As required by Federal law, employees who have tested positive and who have returned to work, will still be subject to random selection for testing and will be subject to at least six additional tests for drugs and alcohol during the subsequent year.

Reopener

If the City proposes to change the corresponding City-wide random drug and alcohol testing policy as a result of changes to federal or state law, the parties agree to a limited reopener on the MOU policy agreement between the City and the Union.

ARTICLE IX

HEADINGS

A. HEADINGS

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

ARTICLE X

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 IBEW agree immediately to meet and confer upon a substitute for the invalidated Article, Section, or portion thereof.

B. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to side letter agreements, any not attached to this MOU are hereby terminated in their entirety. Side letter agreements attached to this MOU shall continue in force subject to the terms contained therein, or in the absence of specified terms the side letter agreements shall terminate upon the expiration of this MOU. Any side letter agreements entered into during the term of the MOU shall continue in force subject to the terms and conditions set forth in each side letter agreement. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU.

ARTICLE XI

TERMINATION

The provisions of this MOU shall be in full force and effect from ~~July 1, 2007~~ **June 5, 2014**, to ~~June 30, 2011~~ **June 30, 2016**, subject to the Sections (A., B., and C.) below.

A. This MOU shall become effective only after ratification by the members of IBEW, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through ~~June 30, 2011~~ **June 30, 2016**.

B. During the life 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 life of this MOU, either party may refuse any request by the other to meet and confer without explanation if the item is directly considered and specifically addressed herein; or if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this MOU, **or if the item is directly considered and addressed in Chapter 3, Article 1 - Personnel of the Fresno Municipal Code.** It is further agreed; however, that this Section shall not prohibit the City from requesting to meet and confer on changes to federal or state statutes, in which case the request to meet and confer shall not be refused.

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

FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 100:

_____
THOMAS SHARPE, Esq.
Chief Negotiator

_____
KEVIN COLE
Business Manager

_____
CHRIS HOWELL
Assistant Business Manager

_____
WILLIAM DEARSAN
Electrician

_____
STEVEN WEBER
Electrician

FOR THE CITY OF FRESNO:

_____
KENNETH G. PHILLIPS
Labor Relations Manager

_____
LORI NAJERA
Sr. Human Resources Analyst

_____
JEFFREY BEATTY
Management Analyst III

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Supervising Deputy

TABLE I Non-Supervisory Groups and Crafts - Unit 7 Salaries - Effective 6/16/14	
CLASS TITLE	SALARY
Air Conditioning Mechanic	~~5879~~ **6060**
Concrete Finisher	~~5127~~ **5285**
Electrician	~~5317~~ **5481**
Painter	~~4672~~ **4816**
Plumber	~~5317~~ **5481**

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 100

(Non-Supervisory Groups and Crafts – Unit 7)

FISCAL YEARS

June 5, 2014 – 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

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 the International Brotherhood of Electrical Workers, Local Union 100, hereinafter referred to as IBEW, has as its purpose the establishment of wages, hours, and other terms and conditions of employment.

All items which are new to this MOU and were not contained in the terms imposed by the City by Council action on June 28, 2012 are effective June 16, 2014 unless otherwise stated in this MOU.

B. GOVERNING LAWS

The legal relationship between the City and its employees (employer/employee) and the City and IBEW is governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 *et seq.*, commonly known as the Meyers-Milias-Brown Act (MMBA)), applicable provisions of the Public Employment Relations Board (PERB) and Article **6** * * * of Chapter **3** * * * of the Fresno Municipal Code, hereinafter FMC. In the event of conflict between said laws and this MOU, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. EMPLOYEE RIGHTS

Except as otherwise provided in this MOU, the rights of employees include those set forth in FMC Section **3-604** * * *. Execution of this MOU shall not be deemed a waiver of any Union or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

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

ARTICLE III

CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section **3-605** * * *, as may be amended from time to time, specifically:

   "a. The exclusive rights of the City include, but are not limited to, the right to

      (1) determine the mission of its constituent departments, divisions, commissions, and boards;

      (2) set standards of service and municipal fees and charges;

      (3) determine the procedures and standards of selection for employment, assignment, transfer and promotion;

      (4) direct its employees;

      (5) take disciplinary action;

      (6) relieve its employees from duty because of lack of work or for other legitimate reasons;

      (7) maintain the efficiency of governmental operations;

      (8) determine the methods, means, and personnel by which government operations are to be conducted;

      (9) determine the content of job classifications;

      (10) take all necessary actions to carry out its mission in emergencies;

      (11) exercise complete control and discretion over its organization and the technology of performing its work."

2. All other rights formerly or presently claimed by or vested in the City on the effective date of this MOU and not mentioned in Subsection 1. (a) are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.

ARTICLE IV

RECOGNITION

A. RECOGNITION OF UNIT DESCRIPTION

The non-supervisory groups and crafts unit, hereinafter Unit, consists of all employees holding a permanent position, as defined in FMC Section **3-202** (p)(4) * * *, in one of the classes (hereinafter collectively referred to as employee unless otherwise specified) contained in Exhibit 9 **7** of the Salary Resolution, listed below, provided that such Unit may be modified from time to time in the manner designated in the FMC Sections **3-613** * * * and **3-614** * * *.

Air Conditioning Mechanic
Concrete Finisher
Electrician
Painter
Plumber

B. UNION RECOGNITION

The City acknowledges IBEW as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by IBEW, and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals. * * *. **MOU negotiations may be initiated at the request of either party as early as five months preceding the expiration of the MOU**.

C. CITY RECOGNITION

IBEW recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City, 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 matters within the scope of representation * * *.

D. RECOGNITION OF MUTUAL OBLIGATION

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

E. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.

2. No unlawful strike or work stoppage by City employees, as defined in FMC Section **3-624** * * *, shall be caused, instigated, encouraged, condoned, participated in, or honored by IBEW or its members during the term of this MOU.

F. 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 procedure outlined in the FMC **and as required by the MMBA**.

G. EMPLOYEE PERFORMANCE EVALUATIONS

1. Each City department shall have the right, at a minimum, to conduct annual employee performance appraisals on a department-wide basis for all employees at the discretion of the appointing authority.

2. Supervisors shall complete quarterly evaluations on probationary employees. Two (2) evaluations shall be conducted during the first six (6) months and two (2) during the second six (6) months.

3. An employee who disagrees with a performance evaluation may within ten (10) calendar days from the date of receipt of the performance evaluation:

   a. Write a rebuttal statement for attachment to the performance evaluation form; and/or

   b. Request further review with the supervisor of the reviewer, but in no case higher than the department head.

4. Employee performance evaluations are not subject to the grievance procedure.

ARTICLE V

DUES DEDUCTION

A. GENERAL

Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and IBEW agree that all employees in positions in a class in this Unit shall be required, as a condition of continued employment, to join IBEW or to pay IBEW a Service Fee. The procedure governing dues deductions, service fee, general assessments, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section **3-620** * * *.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by an employee who desires a dues deduction in this Unit.

2. If an employee in this Unit desires the City to deduct dues or benefit premiums from the employee's paycheck, a deduction authorization shall be made by the employee 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 IBEW. IBEW will notify the City in a timely manner of any changes in the Service Fee. IBEW shall neither require a non-member of IBEW to make any payment to a Political Action Committee, nor shall IBEW 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, within thirty (30) calendar days of receipt of notice from IBEW, authorize deduction of either IBEW dues or a Service Fee from the employee's paycheck and does not regularly make such payment directly to IBEW, IBEW shall provide a certification to the City of such failure. Prior to such certification, IBEW shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond within thirty (30) calendar days. Certification shall be on a form provided by the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure unless another established appeal procedure exists.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

1. Exceptions to Subsection 3. above shall be as provided in Section 3502.5(c) of the Government Code. An employee claiming exemption shall provide proof satisfactory to the City of such exemption, and shall contribute an amount equal to the service fee to either the United Way, CHAD, or the Red Cross. Proof of such contribution shall be required monthly. These provisions may be rescinded pursuant to the procedures set forth in Government Code Section 3502.5(d).

2. An employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorization. When an employee 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 may the member be required to deposit, nor may the member deposit with the City Controller, the amount which would have been deducted if the member had been in a pay status during that 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 CHECK

1. The deduction check covering all such deductions shall be transmitted at least monthly to:

   INTERNATIONAL BROTHERHOOD OF
   ELECTRICAL WORKERS, LOCAL 100 (IBEW)
   5410 E. Home Ave. * * *
   Fresno, California 93727 * * *

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

2. The deduction check shall be made in favor of:

   INTERNATIONAL BROTHERHOOD OF
   ELECTRICAL WORKERS, LOCAL 100 (IBEW)

ARTICLE VI

GRIEVANCES

A. 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. 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 employee-employer 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. (See Article VI, A-5 below).

3. IBEW may represent employees covered by this MOU on grievances under the grievance procedure.

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

   a. The grievant and/or IBEW 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 (20) 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 ten (10) calendar days.

b. Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may within ten (10) calendar days file an appeal with the department head. The department head shall have fourteen (14) 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 department head may confer with the grievant and appropriate supervisors in an attempt to bring about a harmonious solution.

c. The City and IBEW may mutually agree to waive steps 1 and 2 and proceed directly to hearing by the Committee when the issue is one in which the grievant's supervisor or department head has no jurisdiction.

(1) If the grievant is not satisfied with the decision of the department head, the grievant may within seven (7) calendar days after receipt of the written reply, file a request for a review of the department head's decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be reviewed and approved by the IBEW Business Agent or designee before it is delivered to the Labor Relations Division.

(2) The City and IBEW 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 grievances are automatically extended for so long as mediation is in process.

(3) From the date a grievance otherwise meeting all criteria for the filing and processing of a grievance reaches the Labor Relations office, the Grievance Advisory Committee shall be convened within thirty (30) calendar days in order to hear the grievance.

(4) All time limits herein may be extended by mutual agreement of the parties.

(5) 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.

d. The City Manager shall review the decision of the department head and recommendations of the Grievance Advisory Committee and

shall render a written decision to the grievant within twenty (20) calendar days after receipt from the Grievance Advisory Committee.

e. Failure of the grievant to file an appeal within the specified time limit for any step of the procedure shall constitute 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. Failure of the City Manager to render a decision within the specified time limit will default to the Grievance Advisory Committee or neutral decision.

5. The Grievance Advisory Committee shall be comprised of three (3) members: One selected by IBEW, one selected by the City, and the Chairperson. The Chairperson may be chosen either by mutual agreement of IBEW 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 exclusively of the selected neutral.

a. 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 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.

b. Fees and expenses of the neutral shall be paid half by the City and half by IBEW; provided, however, that the Committee may recommend that the City or IBEW pay the total of such fees and expenses should it find that, but for the unreasonableness of that party's posture, the convening of the Committee would not have been necessary. The City and IBEW shall select a chairperson or request a list of neutrals within twenty (20) calendar days of the receipt of a grievance requesting review by a Grievance Advisory Committee by the Labor Relations Division.

ARTICLE VII

COMPENSATION AND BENEFITS

[§ deleted]

A. SALARIES

The base rate of pay of all employees in this Unit that were reduced effective July 16, 2012 shall be prospectively restored effective June 16, 2014, as reflected on Table I.

[§§ deleted]

B. Retirement Contribution

Effective June 16, 2014, and ending December 27, 2015, employees in Unit 7 shall make an additional contribution equal to four percent (4%) of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Employees Retirement System. The employee shall have no option to receive the four percent (4%) contribution in cash. The four percent (4%) 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.

Effective December 28, 2015, through June 26, 2016, employees in Unit 7 shall make an additional contribution equal to two percent (2%), as opposed to four percent (4%), of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Employees Retirement System. The employee shall have no option to receive the two percent (2%) contribution in cash. The two percent (2%) contribution paid by the employee will not be credited to an employee's accumulated contribution account, nor will it be deposited into a member's Deferred Retirement Option Program ("DROP") account.

C. OVERTIME (OT) AND PREMIUM PAY

1. Overtime:

Work performed in excess of eight (8) hours a day, **(or ten (10) hours a day for a 4-10 schedule)** * * * forty (40) hours a week, or on an employee's first scheduled day off in a week, shall be compensated at the rate of one and one half (1 1/2) the straight time hourly rate. If an employee works on the employee's first scheduled day off, then work performed on the employee's second scheduled day off in a week shall be compensated at two (2) times the straight time hourly rate, otherwise the work will be paid at the rate of one and one half (1½) the straight time hourly rate. For employees on a 4-10 schedule: (1) work on the first and second scheduled day off shall be compensated at the rate of one and one half (1 1/2) the straight time hourly rate; (2) if an employee works on the first and/or second day off and also works on the third day off, the third day will be compensated at two (2) times the straight time hourly rate, otherwise work will be paid at the rate of one and one half (1½) the straight time hourly rate. There shall be no pyramiding of overtime or hazardous duty premium rates and two times the straight time rate of pay shall be the maximum compensation for any hours worked. Employees on vacation * * * **who are involuntarily recalled to work by** the department * * * shall be compensated at the applicable overtime rate in addition to the employee's vacation.

A list will be established in each work unit with employees in Unit 7 for those employees to volunteer for overtime. Employees who wish to work voluntary overtime may add or remove their name at any time from the list. Work units shall endeavor to distribute overtime work as equally as practicable within the work unit, with the understanding that many business related factors, including, for example, expertise, job location, and employee availability, can and will influence overtime assignments.

2. Premium Pay:

a. Hazardous Duty - Electricians working on poles, towers, trees, or on any equipment at a height of fifty (50) feet or more shall be compensated at two (2) times the straight time rate for the actual hours worked at such heights. Work performed in trees at a height of forty-nine (49) feet or less shall be compensated at one and one-half the straight time rate for actual hours worked. Work performed on poles, towers, trees, or on any equipment at a height of fifty (50) feet or more, or on trees at any height on an employee's scheduled days off shall be compensated at two (2) times the straight time rate for the actual hours worked.

Painters working at a height of thirty (30) feet or more, or as a spray operator, sandblaster or pipe painter, shall receive an additional four percent (4%) of the straight time rate of pay for the actual hours worked.

b. Call Back Pay - An employee called in to work after completing the employee's regular shift and having left the property, or * * * **during hours** the employee was not **regularly** scheduled to work, will be paid a minimum of two (2) hours at time and one-half the employee's base rate of pay commencing from the time the employee receives the call and ending when the employee returns home, with a one-half (½) hour maximum travel time. An employee called in to work on the employee's second day off will be paid a minimum of two (2) hours at two (2) times the base hourly rate of pay commencing from the time the employee receives the call and ending when the employee returns home, with a one-half (½) hour maximum travel time **if the employee was called in on the employee's first day off. Employees on a 4-10 schedule will get time and one half (1 ½) on the employee's first and second day off, and will receive two times the base salary on the third day off if the employee works on either the first or second day off.**

In the event an employee receives a second or subsequent call prior to completing a two (2) hour call-back, the employee shall be compensated at the applicable rate of pay for the time actually spent correcting the problem(s), which exceeds the two (2) hour minimum.

However, an employee shall be compensated the two (2) hour minimum every time the employee is called in and required to leave the employee's residence and report to work.

Permanent employees occupying classes of Electrician, Air Conditioning Mechanic or Plumber who are assigned by Management to perform diagnostic and/or corrective work from an off-site location via lap-top computer and modem, or telephone, after having completed their regular shift or on a day the employee was not scheduled to work, will be paid a minimum of two (2) hours at time and one-half of their base rate of pay. Employees who perform such work on their scheduled day off will be paid in accordance with the overtime provisions in Section C.1. above * * * commencing from the time the employee receives the call. In the event an employee receives a second or subsequent call prior to completing the assigned diagnostic and/or corrective work within two (2) hour call-back minimum, the employee shall be

compensated at the applicable rate of pay for the time actually spent correcting the problem(s), which exceeds the two (2) hour minimum.

c. Standby duty is defined as all time outside of an employee's normal/regular scheduled work shift where management requires an employee to be available to respond to work related problems. Employees may be assigned to standby duty on a rotating basis, however, employees shall not be assigned to standby duty during periods of approved leave. Additionally, requested leave shall not be unreasonably denied due to standby duty. An employee assigned to standby will be required to carry a City pager and/or City cell phone (if available), and shall not consume alcohol during the standby period or any substance which may impair the employee's ability to perform all required duties. Employees on standby are required to respond and shall report to their division/section or the work site within one (1) hour of being contacted.

(a) Compensation - Standby premium pay for work week nights, from the end of the shift on the first day to the beginning of the shift on the following day, shall be $1.25 per hour or $20.00 for each night. Standby premium pay for an employee's scheduled days off, from the end of the last shift of the week to the beginning of the first shift of the following week, shall be $1.75 per hour or $112.00. When Christmas Day or Thanksgiving Day falls on a regularly scheduled work day, the standby premium shall be $1.75 per hour or $42.00 per holiday.

(i) Time spent on standby duty shall not be considered hours worked * * *.

(ii) In the event an employee on standby duty is required to and does report to the work site, the employee will be paid as set forth in Subsection b. above, in addition to the standby pay.

(b) Off-Site Diagnostic/Corrective Work - Permanent employees occupying the classes of Electrician, Air Conditioning Mechanic or Plumber who are assigned to standby duty by Management and who perform diagnostic and/or corrective work from an off-site location after having completed their regular shift or on the first day an employee is not scheduled to work, will be paid a minimum of two (2) hours at time and one-half of their base rate of pay. Employees who perform

such work on their scheduled day off will be paid in accordance with the overtime provisions in Section C.1. above * * * commencing from the time the employee receives the call. In the event an employee receives a second or subsequent call prior to the end of the two (2) hour period the employee shall be compensated at the applicable rate of pay for the time actually spent correcting the problem(s), if the two (2) hour minimum is exceeded.

(i) An employee who receives any other calls between shifts or on a non-scheduled work day after the first two (2) hour call period has ended, shall be paid a minimum of eighteen (18) minutes at the appropriate rate for the first or second day off, as stated above, for each additional incident thereafter, or for the time actually spent correcting the problem(s) which exceeds the eighteen (18) minute minimum. If the employee reports to the job site, call-back pay shall be paid pursuant to paragraph 2.b.

d. Night Shift - Each employee who is regularly assigned/scheduled (including as is provided for in Article VII, Section G. Subsection 7.) to work a "night shift" between the hours of 5:00 p.m. and 8:00 a.m. shall receive night shift premium pay in addition to the employee's base rate of pay. If one-half (½) or more of an employee's regularly scheduled shift hours fall between 5:00 p.m. and midnight, the night shift premium pay will be $1.00 per hour for all actual hours worked that shift. If one-half (½) or more of an employee's regularly scheduled shift hours fall between midnight and 8:00 a.m., the night shift premium pay will be $1.50 per hour for all actual hours worked that shift.

e. Show Up Time - An employee who reports to work at the regular starting time and for whom no work is provided shall be paid for two (2) hours, unless the employee was notified one (1) or more hour(s) prior to starting time not to report.

An employee who reports to work and for whom less than eight (8) hours work is provided shall be paid only for actual hours worked that shift.

f. Temporary Assignment Pay - Employees who are assigned leadworker functions and responsibilities shall receive an additional ten percent (10%) above their applicable base rate of pay for **any workday the employee is assigned** * * * leadworker functions and responsibilities. * * * **All** hours worked performing leadworker

functions and responsibilities in excess of eight (8) hours in a day, or forty (40) hours in a workweek, shall be paid at one and one-half (1½) times the applicable classes' leadworker temporary assignment rate of pay. Employees who perform leadworker functions on their scheduled day off will be paid in accordance with the overtime provisions in Section C.1. above using the leadworker rate of pay. Actual hours worked performing leadworker functions on an employee's first day off in a workweek shall be compensated at one and one-half (1½) times the applicable classes' leadworker temporary assignment rate of pay, and for a second day off in a workweek, **if the employee worked on the first day off** at two (2) times the applicable classes leadworker temporary assignment rate of pay, **otherwise, the second day off shall be at one and one-half (1½) times the applicable classes' Leadworker temporary assignment rate of pay. Employees on a 4-10 schedule shall receive one and one-half (1½) the applicable classes' leadworker temporary assignment rate of pay for hours worked on the first and second days off, and will receive two times the applicable classes' leadworker temporary assignment rate of pay on the third day off if the employee works on either the first or second day off.** Employees may not elect to accrue compensatory time off in lieu of cash payment for actual hours worked as a leadworker. Performing leadworker functions and responsibilities is a temporary assignment, not a promotion, which is determined solely by management.

g. Bilingual Certification Program - The bilingual certification program consists of a City administered examination process whereby employees may apply for bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable **unless otherwise required under law**.

1. Bilingual certification examinations will be conducted in December of each year. During the examination noticing period, examination applications will be available at the Department of Personnel Services Department, Human Resources Division and City department personnel units. **In order to remain eligible to receive bilingual premium pay, employees must take and pass the certification examination once every five (5) years.**

2. Department Directors or their designee shall designate those classes and positions or assignments in which bilingual skill is needed.

a. In order to qualify for the December examinations, applications must be received by the Human Resources Division during the month of November, but no later than the last regular business day in November and signed by the Department Director or designee.

b. Bilingual examination application deadlines are not appealable or grievable.

c. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish and Vietnamese languages.

d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay my not refuse to translate while on the job.

e. Employees who are bilingual but who have chosen not to participate in the Bilingual Certification Program shall not be required to translate on the job except in an emergency.

f. The bilingual premium pay rate for certified permanent employees will be fifty dollars ($50) per month regardless of how many languages for which an employee is certified.

3. There shall be no pyramiding or duplication of overtime or premium rates, except as set forth in Article VII. Employee schedules shall not be changed solely for the purpose of avoiding the payment of overtime.

D. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

1. The City and IBEW 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 IBEW.

2. * * * **Effective July 1, 2014, the** City's contribution will be * * * **seventy-five** percent (**75%**) of the * * * employee**'s health and welfare** premium. * * *. **After July 1, 2014, the cost of any future increases in the health and welfare premium will be shared equally between the City and the employee, with fifty percent (50%) to be paid by the City and fifty percent (50%) to be paid by the employee. Employees** may opt to

contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.

3. **Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU with terms imposed resulting in a greater contribution by the City, upon the Union's written request, the City will match that benefit.**

4. The parties also agree to work collectively in conjunction with their Board representatives to research and recommend potential cost-saving measures * * *, 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 employee 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. LEAVES

1. Holidays and Birthday Leave:

a. Except as may be modified in this section, Holidays shall be governed by Fresno Municipal Code Section **3-116** ~~2-1513~~:

- January 1
- The third Monday in January
- The third Monday in February
- The last Monday in May
- July 4
- The first Monday in September
- November 11
- Thanksgiving Day in November
- The Friday after Thanksgiving Day in November
- December 25
- Employee's Birthday
  [§ deleted]
- Any day or part of a day declared by the Council, by ordinance or resolution, to be a holiday.

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

c. All employees will receive eight (8) hours compensation at the straight time rate for the above holidays with the following exceptions:

(1) If an employee is required to work on a holiday specified in subsection (a), above, the employee shall receive the employee's regular salary (i.e. base pay rate) for the hours worked on that day, and will be credited with eight (8) hours of holiday leave, including those employees on a 4/10 work schedule, except as provided for in Article VII, Section C., Overtime and Premium Pay.

(2) When a holiday falls on a regularly scheduled day off, employees will be credited with eight (8) hours of holiday leave.

(3) In addition to the holiday credit in Subsection (2), above, employees who are called in or scheduled to work a holiday, which is their regularly scheduled day off, will be compensated at the appropriate rate for a minimum of two (2) hours, or for actual hours worked, whichever is higher.

(4) Eight (8) hours of leave time shall be added to an employee's holiday leave balance on the first pay period following the employee's birthday.

(5) Employees who are absent from duty on leave in an unpaid status, i.e., leave without pay at the end of a shift before the Holiday or an unpaid suspension, or on injury pay immediately preceding or following a holiday shall not be credited for such holiday.

d. Holiday leave may be taken in increments of less than eight (8) hours.

e. Employees may request payment for any holiday leave balance.

2. Sick Leave:

a. Employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment, with unlimited accrual. Except for Administrative Order 2-20 Sick Leave Policy, which shall no longer apply, City FMC, AO's, policies, procedures, rules and regulations concerning sick leave usage and administration shall continue to apply. **Employees shall not accrue additional sick leave once their balance reaches six**

hundred (600) hours. Employees with sick leave balances that exceed five hundred (500) hours as of June 16, 2014, shall have all hours over five hundred (500) placed in a special sick leave account. The account may be used by the employee for any purpose sick leave is authorized to be used, but such usage shall not affect the accrual of regular sick leave.

b. Employees shall be allowed up to forty-eight (48) hours of accrued sick leave per fiscal year for Family Sick Leave to care for family members of their immediate family as defined by * * * California Labor Code **233**. Family Sick Leave may be used to actually care for or to arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. Employees are encouraged to schedule routine medical and/or dental appointments outside of regular work hours when possible. Use of Family Sick Leave shall be authorized and recorded by a department head of designee.

3. Vacation:

Permanently appointed employees shall receive vacation accumulation in accordance with FMC Section **3-108** * * *; except, however, employees who have been continuously employed by the City for five years or more, but have less than 10 years of such employment, shall accumulate vacation leave with pay at the rate of eight and two-thirds hours for each completed calendar month of employment (refer to table below).

Years of Continuous Employment	**Accrual Rate (hrs./mo.)**
1 – 4 years	8
5 – 9 years	8.667
10 – 19 years	10
More than 20 years	13.334

4. Leave Approval:

When an employee completes and submits a request for leave on a form provided by their department at least thirty (30) calendar days prior to the leave, paid leave shall not be unreasonably denied. The employee's supervisor shall return the form to the employee within seven (7) calendar days indicating whether the requested leave is approved or denied.

5. State Disability Insurance (SDI)

a. Employees who are in bargaining Unit 7, Non-Supervisory Groups and Crafts, represented by the International Brotherhood of Electrical Workers, Local 100 (IBEW) shall be enrolled in the State Disability Insurance (SDI) coverage plan. Enrollment shall occur as soon as is practicable through the filing of the City of Fresno's (City) Application for Elective Coverage with the State Employment Development Department (EDD). Within a minimum of six (6) months following submission and approval by the EDD director of the City's Application for Elective Coverage an employee shall be eligible to file a valid claim.

b. Employees shall file claims in the same manner as required under the SDI Plan.

c. The City shall maintain SDI through employee payroll deductions to be funded by employee contributions.

d. Employees who are absent from duty because of illness or injury as a result of non-work related injuries who are eligible to use sick leave, vacation leave, holiday leave, compensatory time off or bonus time off, shall be eligible to integrate the payment of SDI benefits with such City-paid leave benefits.

(1) Integrating leave balances is defined as the SDI benefit and the monetary value of the employee's leave balances added together to provide a regular bi-weekly net income.

(2) Integrating leave balances with SDI benefits will continue only if leave balances are available and the employee remains eligible to receive SDI benefits.

(3) The intent of the provision providing for integration of benefits is to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions, as long as such eligible disability qualifies and available leave balances exist. Other employee authorized deductions shall continue to be deducted from the net pay. The net pay, including SDI benefits and net City pay, shall not exceed 100% of the regular pay. If SDI benefits equal or exceed 100% of the regular net pay, no City payment shall be made.

e. Eligible employees may use the following accrued City leave balances in conjunction with SDI benefits:

Sick Leave
Vacation Leave
Holiday Leave
Compensatory Time Off (CTO)
Bonus Time Off (BTO)

f. An employee eligible for SDI benefits shall be limited to the use of Sick Leave at thirteen (13) hours per week to be posted at the beginning of each work week. Once an employee's Sick Leave bank is depleted, the employee has the option of requesting use of Vacation Leave, Holiday or CTO. Request of and approval of Vacation Leave, Holiday, CTO or BTO will be per City policy requiring management's approval of use and the amount of hours to be used shall be posted at the beginning of each work week. If the employee chooses not to utilize Vacation Leave or has none, then the employee will be in a Leave Without Pay (LWOP) status.

g. Initiating the integration of the above accrued leave balances with SDI benefits shall be subject to the following conditions:

(1) The employee contacts their department's payroll clerk to establish a date to begin use of leave. In the event that an employee is unable to notify the department, contact from the employee's spouse, parent, or other close family member will be sufficient.

(2) Upon contacting their department, the employee must immediately file a claim for SDI benefits with EDD.

(3) If the employee chooses not to contact their department as outlined in subsection (1) above, use of leave balances will not occur until the City receives notification of eligibility from EDD.

(4) If the City does not receive the appropriate notification from EDD prior to the end of the employee's disability status, the City shall modify the use of any leave balances to reflect appropriate use of leave in accordance with the MOU and City policies/procedures.

a. When the employee's eligibility has been established, the City shall make leave payments to the employee

in the usual manner in accordance with the MOU and City policies/procedures.

b. Any period of absence during which an employee is receiving SDI benefits but is not receiving leave payments shall be deemed a leave of absence without pay.

c. Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.

d. If an employee exhausts all available leave balances but continues receiving SDI benefits, the City's compensation shall cease.

e. The City shall continue contributions toward the employee's health and welfare benefits and retirement contributions in accordance with established laws and practices during the pay periods that include leave payments by the City. The employee shall be responsible for payment of premiums required to maintain health and welfare benefits when City contributions cease in accordance with established laws, policies and practices.

f. In the event the City determines that legislative, administrative or judicial determinations cause changes which in any way restricts, reduces or prohibits any provision of this Agreement, the parties shall immediately meet to discuss necessary amendments and/or modifications.

6. Health Reimbursement Arrangement (HRA)

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

At separation from permanent employment with the City of Fresno by service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours

or less of sick leave **or any other leave** used for sick time (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 with an account for the employee under the HRA to be used solely to pay premiums for medical insurance (including COBRA premiums). The "value" of the account shall be determined as follows:

- The number of accumulated sick leave hours in excess of 240 hours at the time of retirement multiplied by 40% of the employee's then current hourly base rate of pay.

- The hourly base rate of pay shall be the equivalent of the monthly salary for an employee as reflected in Exhibit I, multiplied by twelve (12) months then divided by 2,080 hours.

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

While this provision is in effect employees shall not be allowed to cash out any accumulated or accrued sick leave at retirement.

F. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section **3-118** * * *, an employee who suffers an injury in the course and scope of City employment shall receive * * * **66.67% of average weekly earnings in the fifty-two (52) weeks prior to the injury** from the City beginning on the fourth day of such absence, unless hospitalized on the first day for at least 24 hours, or unless the absence exceeds 14 days, in which case, the employee shall receive the pay provided in this Section from the first day. Except for the provision of full pay and its starting date (as modified herein), the remaining provisions of FMC Section **3-118** * * * shall apply. **Should the**

State mandated workers' compensation rate of payment be adjusted, the City and the Union will have a limited reopener to adjust the rate accordingly.

2. At the employee's option, in the event work related injury/illness pay is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may, at the employee's option, take sick leave, vacation, Compensatory Time Off, Bonus Time Off or holiday leave for that period.

G. HOURS OF WORK AND SCHEDULES

1. The work week for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight.

2. The work day, starts at 12:01 a.m. and ends 24 hours later at midnight.

3. The normal work schedule shall be forty (40) hours per week consisting of five (5) days of eight (8) hours each, exclusive of a meal period. This is not intended to guarantee an employee forty (40) hours work each week. The City may release employees without pay due to reasons including, but not limited to, inclement weather or lack of work.

4. Work schedules are established by individual departments/divisions based upon the need to provide service to the public, and/or other City departments.

5. Employees shall receive a one (1) or one-half (2) hour meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Meal periods and rest periods are scheduled by departments/divisions according to the needs of the department/division. The City retains the exclusive right to control the use of City-paid break periods, and exclusive control of the use of City vehicles at all times.

6. Employees whose duties require it shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift.

7. The City may with seventy-two (72)-hour notice to the employees, temporarily modify the employee's working hours due to backlog/workload concerns. This provision is not intended to address working hours modified as a result of daylight savings hours, overtime or other established work hour changes to meet the needs of the City. This temporary modification shall not be less than one (1) week nor more than one (1) month, unless mutually agreed to by the parties. In the event of a

bona fide emergency, as determined by management, shorter notification shall be allowed. Emergency modification of an employee's work schedule shall be for a period not to exceed one week.

8. Alternative Workweek Work Schedules

a. 4/10 WORK SCHEDULE - DEPARTMENT OF PUBLIC WORKS - STREET MAINTENANCE DIVISION

4/10 schedules will be the standard work schedule for the Street Maintenance Division. The hours for employees working a 4/10 workweek shall consist of four (4) consecutive ten (10) hour days, Monday through Thursday, 6:00 a.m. to 4:30 p.m., unless modified by the parties.

Except for light duty where so stated below, in order to modify this schedule, the Streets Maintenance Division must provide the Union thirty (30) calendar days notice and provide an opportunity to meet and confer over the proposed changes before any change is made.

Light Duty: An employee's work schedule may be temporarily changed if an employee is placed under a doctor's restriction that limits the amount of work an employee can do or the number of hours the employee can work, after completion of the interactive process between the Department, the employee and the employee's representative.

H. COMPENSATORY TIME OFF (CTO):

1. An employee working approved overtime may elect to take the overtime in pay or elect to bank the overtime as Compensatory Time Off (CTO). CTO may only be used for time off and may not be cashed out, except upon separation from employment, including retirement. However, in the last pay period of each fiscal year, any unused CTO that is not carried over to the next fiscal year, pursuant to subsection 3. below, will be cashed out by the City at the employee's base rate of pay.

2. Upon mutual agreement between the appointing authority and the employee working approved overtime, the employee may take CTO in lieu of overtime pay in the same payroll period in which it is earned. All other accumulated CTO shall be requested and will be subject to approval on the same basis as vacation, except that:

a. Employees may elect to use CTO for medical appointments,

b. CTO may be requested to make up the two hours lost due to the employee's 4/10 work schedule including a regularly scheduled work day that falls on a holiday; and,

c. Employees working in the classification of Concrete Finisher shall be allowed to take CTO to make up for work missed due to rain.

3. An employee may accrue/bank up to a maximum of eighty (80) hours in their CTO Account. Employees may carry over a maximum of forty (40) hours of their CTO balance to the next fiscal year, except that employees working in the classification of Concrete Finisher shall be allowed to carry over a maximum of sixty (60) hours to the next fiscal year.

4. Each employee who has reached the maximum of eighty (80) hours in their CTO account may not elect to bank CTO until their CTO account has been reduced below the maximum allowable amount of eighty (80) hours.

5. CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for the time worked.

I. SENIORITY

1. In accordance with FMC Sections **3-291** * * * and **3-292** * * *, seniority shall be the determining factor in lay-offs and recalls (reinstatement).

2. If two or more employees were employed on the same date, in the same class, then placement on the eligible list shall be used to determine seniority order.

3. Seniority will continue to accrue during an approved leave without pay taken under the California Family Rights Act and Federal Family Medical Leave Act.

J. TRANSFERS

[§§ deleted]

Permanent employees who request voluntary transfer consideration from a position classification to the same position classification in a different department or division pursuant to FMC 3-261(c) will be considered for the transfer along with all other eligible individuals who are on the eligible list for appointment. Employees shall make their voluntary transfer request for consideration in writing to the Personnel Services Department. Employees will be provided with an opportunity to interview for applicable transfers to

the position. If selected for the appointment the transferred employee shall serve the appointment consistent with the requirements of FMC 3-261.

K. EMPLOYEE FATIGUE

1. Employees fatigued by Call Back Duty between scheduled consecutive shifts shall have the right to adequate sleep time before returning to work for duty on the same or next day.

2. Sleep time can be up to eight (8) hours of the scheduled work day. Sleep time shall be deducted from the employee's Compensatory Time Off, Bonus Time Off, Vacation bank or Sick Leave, whichever the employee chooses, with no penalty to the employee.

3. If the employee does not have enough hours in their Compensatory Time Off, Bonus Time Off, Vacation bank or Sick Leave to pay for sleep time, the employee may take the time as unpaid, with no penalty to the employee.

L. STANDBY EQUIPMENT

1. To make it easier and more time efficient for employees assigned to Standby Duty to respond to City requests for Call Back, City management * * * **may** provide a City vehicle and cell phone, if available, for those employees on standby.

2. While on Standby Duty, permission to take a City vehicle out of the County or for personal use shall be at the discretion of the Department Director, and shall not be unreasonably withheld during special occasions such as holidays, family reunions, birthdays, anniversaries, etc.

M. EMPLOYEE BONUS TIME OFF (BTO)

1. An employee who has no lost time due to injury or illness, whether industrial or non-industrial, in a three (3) month period shall receive one (1) day of Bonus Time Off (BTO) added to his/her BTO account/bank.

   An employee who has no lost time due to injury or illness, whether industrial or non-industrial, in twelve (12) consecutive months shall receive an additional day of BTO added to his or her account/bank.

   An employee with no more than four (4) hours of lost time due to injury or illness, whether industrial or non-industrial, in a three (3) month period shall receive one-half (1/2) day of BTO added to his/her BTO account/bank.

Each three (3) month period shall be a rolling three (3) months and shall begin on the day after an employee has earned a full day, or one half (½) day of BTO or on the day after an employee has more than four (4) hours of lost time due to injury or illness, whether industrial or non-industrial.

2. Employees may accrue BTO each fiscal year with no cap on the accrual bank.

3. An employee may cash out a maximum of sixty-four (64) hours of accumulated BTO each fiscal year.

5. BTO shall be available for use when earned and shall be subject to approval, except when cashed out.

Any employee who uses sick leave or uses any other leave used in the place of sick leave, except for sick leave utilized for fatigue pay as noted in Section K. above, will not be eligible for BTO.

ARTICLE VIII

FEDERAL DRUG POLICY
(FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT)

1. The City maintains two separate policies, as listed below, to distinguish those procedures required by the Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA). Drug and alcohol testing regulations for employees who are members of the IBEW Unit are governed only by the FMCSA.

   "*Controlled Substances and Alcohol Testing Regulations, Fresno Area Express*", adopted by City Council on March 14, 2006, **as** may be amended from time to time after compliance with the applicable collective bargaining laws.

   "*Controlled Substances and Alcohol Testing Regulations, Federal Motor Carrier Safety Administration*", **as** may be amended from time to time after compliance with applicable collective bargaining laws.

2. Each policy, as revised, is intended to sufficiently summarize the current Federal Regulations required by the Federal Omnibus Transportation Employee Testing Act. Should any amendments/revisions to the FMCSA policy occur, a copy of the amended revision will be forwarded to IBEW's Unit Representative with an offer to meet and confer regarding any potential impact of the amendment/revisions to the affected members. The FMCSA policy will be distributed to every affected member of this Unit upon any amendments/revisions to the policy, and at the time of training and orientation.

3. The Risk/Safety Manager will request an observer not subject to random testing under this policy, (designated observer) and designated, consistent with the September **24, 2009** * * *, FMCSA policy, by one of the representatives of the affected labor organizations, to be present at the time the random list is generated.

4. A Substance Dependency Advisory Committee shall be maintained and meet at the request of any member to review the impact, modification or repeal of the Omnibus Transportation Employee Testing Act and make recommendations to the City Manager on all matters relevant to the implementation of this policy. Half of the Committee members shall be appointed by the City and half shall be appointed by all recognized employee organizations that are subject either to the regulations promulgated by the Federal Transit Administration (FTA), or the Federal Motor Carrier Safety Administration (FMCSA).

5. Any disciplinary action taken by the City as a result of this policy will be subject to the applicable provisions of current MOUs, Administrative Orders and the FMC concerning representation and appeal process/hearing. Among the factors to be considered in determining the appropriate disciplinary action include the level of the offense, the nature and requirements of the work, length of employment, current job performance, and history of past disciplinary action. Pursuant to the provisions of FMC Section **3-605** (a)(5) * * *, the City reserves the exclusive right to determine the level of disciplinary action subject to the disciplinary process referenced above, utilizing the guidelines set forth in the "*Controlled Substances and Alcohol Testing Regulations, Federal Motor Carrier Safety Administration*" policy.

Policy for Random Testing

1. At the beginning of each month, the Risk/Safety Manager will request the presence of the designated labor organization observer to attend a meeting for the purpose of generating a list of names to be randomly tested that month for drugs and/or alcohol. In order to facilitate testing, the Risk/Safety Manager will notify the designated testing facility of the date and time of expected testing so that adequate staffing needs are met.

2. At the appointed time of list creation, the Risk/Safety Manager will request the designated labor organization observer to select a random number between 1-10.

3. Based upon the number selected, the computer will generate lists until that number list is reached. That list will be used for testing and all others will be discarded. Both the Risk/Safety Manager and the observer will sign the selected list to verify its authenticity as being the list selected.

4. The Risk/Safety Manager will review the list and identify the physical location of all employees selected.

5. The Risk/Safety Manager will contact the departmental representative(s) and provide the names of employees who require drug/alcohol testing.

6. Management shall notify selected employees that they have been chosen for random testing. Selected employees for testing shall be subject to testing from the time the employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Employees that are selected, but who are not reasonably expected to return to work before the next list is drawn shall not be tested.

7. Management shall notify the Risk/Safety Manager of the availability of selected employees, and provide information for the file if an employee was not tested.

8. The Risk/Safety Manager shall maintain a separate file for each date that testing is performed. The file shall contain the original list from which the names were used to identify employees to be tested.

9. The Risk/Safety Manager shall place a copy of the completed drug testing report into each corresponding file for that specific date of testing.

10. Upon receipt of information from the Medical Review Officer (MRO) that an employee has tested positive for drugs or alcohol, the Risk/Safety Manager shall advise management that the employee must be precluded from performing in a safety sensitive capacity.

11. The Risk/Safety Manager shall contact the Substance Abuse Professional (SAP) and shall advise the employee of a date and time for referral.

12. Upon receipt of the recommendation of the SAP, the Risk/Safety Manager shall confer with the employee, the employee's representative should he/she choose to be represented, and the appropriate management representative for the purpose of discussing the recommendation of the SAP and if a Last Chance Agreement shall be considered.

13. A positive test result may subject the employee to disciplinary action, up to and including termination, consistent with the provisions mentioned above. Management shall determine the level of discipline including whether a Last Chance Agreement shall be offered. The purpose of the Last Chance Agreement is to allow the employee to return to work (upon testing negative for drugs and alcohol) with the understanding that the recommendation of the SAP be completed and that any future positive test will result in termination without appeal. As required by Federal law, employees who have tested positive and who have returned to work, will still be subject to random selection for testing and will be subject to at least six additional tests for drugs and alcohol during the subsequent year.

Reopener

If the City proposes to change the corresponding City-wide random drug and alcohol testing policy as a result of changes to federal or state law, the parties agree to a limited reopener on the MOU policy agreement between the City and the Union.

ARTICLE IX

HEADINGS

A. HEADINGS

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

ARTICLE X

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 IBEW agree immediately to meet and confer upon a substitute for the invalidated Article, Section, or portion thereof.

B. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to side letter agreements, any not attached to this MOU are hereby terminated in their entirety. Side letter agreements attached to this MOU shall continue in force subject to the terms contained therein, or in the absence of specified terms the side letter agreements shall terminate upon the expiration of this MOU. Any side letter agreements entered into during the term of the MOU shall continue in force subject to the terms and conditions set forth in each side letter agreement. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU.

ARTICLE XI

TERMINATION

The provisions of this MOU shall be in full force and effect from * * * **June 5, 2014**, to * * * **June 30, 2016**, subject to the Sections (A., B., and C.) below.

A. This MOU shall become effective only after ratification by the members of IBEW, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through * * * **June 30, 2016**.

B. During the life 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 life of this MOU, either party may refuse any request by the other to meet and confer without explanation if the item is directly considered and specifically addressed herein; or if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this MOU, **or if the item is directly considered and addressed in Chapter 3, Article 1 - Personnel of the Fresno Municipal Code.** It is further agreed; however, that this Section shall not prohibit the City from requesting to meet and confer on changes to federal or state statutes, in which case the request to meet and confer shall not be refused.

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

FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 100:

_____
THOMAS SHARPE, Esq.
Chief Negotiator

_____
KEVIN COLE
Business Manager

_____
CHRIS HOWELL
Assistant Business Manager

_____
WILLIAM DEARSAN
Electrician

_____
STEVEN WEBER
Electrician

FOR THE CITY OF FRESNO:

_____
KENNETH G. PHILLIPS
Labor Relations Manager

_____
LORI NAJERA
Sr. Human Resources Analyst

_____
JEFFREY BEATTY
Management Analyst III

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Supervising Deputy

TABLE I Non-Supervisory Groups and Crafts - Unit 7 Salaries - Effective 6/16/14	
CLASS TITLE	SALARY
Air Conditioning Mechanic	**6060**
Concrete Finisher	**5285**
Electrician	**5481**
Painter	**4816**
Plumber	**5481**

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Agreement Between
City of Fresno
and
IBEW, Local 100

Retirement/Pension Meet and Confer

The City of Fresno (City) and the International Brotherhood of Electrical Workers, Local 100 (Union) agree to meet and confer on pension benefits for new employees. To the extent possible, meetings shall include representatives of all employee organizations representing non-safety City employees; however, the absence of other employee organizations' participation in the meetings shall not be cause for failure to proceed with the meet and confer process between the City and the Union.

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 100:

KEVIN COLE
Business Manager

FOR THE CITY OF FRESNO:

KENNETH G. PHILLIPS
Labor Relations Manager

Date _____

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

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City of Fresno
IBEW Proposal Year 1
5/20/14

Summary of Negotiated Term Deal:	Annual IBEW Savings - All Funds	Annual IBEW Savings - General Fund
Employee Pension Contribution [1]	26,762	1,306
Health and Welfare Contribution: City Contribution to 75%	26,568	1,297
Holiday Accruals Reduced by 2 Days [2]	20,586	1,005
Total Annual Savings	**73,916**	**3,607**
Total Salary and Benefit Savings	2.76%	2.76%

[1] Employee Pension contribution of 4% is offset by restoration of 3% salary reduction.

[2] Holiday Leave savings assume leave cash-outs

Note: The above savings are in addition to the savings of approximately 3% achieved in FY 13 and FY 14.

City of Fresno
IBEW Proposal Year 2
5/20/14

Summary of Negotiated Term Deal:	Annual IBEW Cost - All Funds	Annual IBEW Cost - General Fund
Employee Pension Contribution [1]	-53,523	-2,612
Health and Welfare Contribution: Assumes 10% Cost increase in 2nd year City picks up 50% of increase	21,328	1,041
Holiday Accruals Reduced by 2 Days [2]	20,586	1,005
Total Annual Cost	**-11,609**	**-567**
Total Salary and Benefit Cost	0.43%	0.43%

[1] Employee Pension contribution reduced by 2% in Year 2.

[2] Holiday Leave savings assume leave cash-out amounts

Note: The above savings are in addition to the savings of approximately 3% achieved in FY 13 and FY 14.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO , CALIFORNIA, MAKING THE SIXTH 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 7, Unit 7, Non-Supervisory Groups and Crafts (IBEW), is hereby amended to provide increases for respective classes in said Exhibit 7, as required by the adoption of the successor Memorandum of Understanding between the City and the International Brotherhood of Electrical Workers, effective June 16, 2014.

SECTION 2.

Upon final legislative approval, this Resolution shall become effective on June 16, 2014.

Date Adopted:
Date Approved:
Effective Date:
City Attorney Approval:

* * * * * * * * * * * * * * *

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

EXHIBIT 7 Unit 7 – Non-Supervisory Groups and Crafts (IBEW), effective **June 16, 2014**				
CLASS TITLE	JOB CODE	PROB PER	RANGE	SALARY
Air Conditioning Mechanic	730001	12	Flat Rate	~~5879~~ **6060**
Concrete Finisher	730005	12	Flat Rate	~~5127~~ **5285**
Electrician	730010	12	Flat Rate	~~5317~~ **5481**
Painter	730015	12	Flat Rate	~~4672~~ **4816**
Plumber	730030	12	Flat Rate	~~5317~~ **5481**

6/16/14 Sixth Council Amendment
Supersedes Original

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