MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

THE FRESNO CITY EMPLOYEES ASSOCIATION, INC.
(Non-Supervisory White Collar - Unit 3)

June 25, 2018 – December 20, 2020

TABLE OF CONTENTS

ARTICLE I 1
PREAMBLE 1
A. PURPOSE 1
B. DEFINITIONS 1
C. GOVERNING LAWS 1
ARTICLE II 2
EMPLOYEE RIGHTS 2
A. GENERAL 2
B. NONDISCRIMINATION 2
C. REPRESENTATION OF EMPLOYEES 2
D. PERSONNEL FILES 3
ARTICLE III 5
CITY RIGHTS 5
A. GENERAL 5
ARTICLE IV 7
RECOGNITION 7
A. ASSOCIATION RECOGNITION 7
B. ASSOCIATION OFFICERS AND DIRECTORS 7
C. ASSOCIATION BULLETIN BOARDS 7
D. REPRESENTATION 7
E. RECOGNITION OF UNIT DESCRIPTION 7
F. ASSOCIATION BY-LAWS 8
G. CITY RECOGNITION 8
H. RECOGNITION OF MUTUAL OBLIGATION 8
I. LOCKOUT AND STRIKE 8
ARTICLE V 9
PERSONNEL PROCEDURES 9
A. CLASS REVIEWS 9
B. REVISIONS TO CLASS SPECIFICATIONS 9
C. RECLASSIFICATIONS 9
D. REQUESTS FOR TRANSFER 9
E. RETURN TO FORMER POSITION 10
F. FLEXIBLE STAFFING 10
G. TEMPORARY MODIFICATION OF WORK HOURS 11
H. ALTERNATIVE WORKWEEK WORK SCHEDULES (General Provision) 11
I. PROBATIONARY PERIOD 14
J. STEP INCREASES 14
K. MOVEMENT BETWEEN STEPS & EMPLOYEE PERFORMANCE EVALUATIONS 15

L. SAFETY 16
M. EXCHANGE OF INFORMATION 17
N. LAY-OFF PROCEDURES 17
O. IN LIEU OF SUSPENSION FOR DISCIPLINARY ACTION 17
ARTICLE VI 18
PROCEDURES FOR DISPUTE RESOLUTIONS 18
A. GRIEVANCE PROCEDURE 18
B. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE 21
C. PAST PRACTICE 22
D. USE OF HEARING OFFICER IN DISCIPLINARY ACTION INITIATED BY CITY 22
ARTICLE VII 23
DUES DEDUCTION 23
A. DUES CHECK-OFF 23
B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION * * * 23
C. DUES DEDUCTION TRANSFER * * * 24
ARTICLE VIII 25
COMPENSATION AND BENEFITS 25
A. GENERAL 25
B. SALARY SCHEDULE 25
C. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST 25
D. WORKERS' COMPENSATION 26
E. EDUCATION FOR CITY EMPLOYEES 27
F. USE OF PERSONAL VEHICLES 28
G. CERTIFICATE PAY 28
H. BILINGUAL CERTIFICATION PROGRAM 31
I. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES 32
J. TEMPORARY ASSIGNMENT PAY 32
K. UNIFORM ALLOWANCE 33
L. NIGHT-SHIFT DIFFERENTIAL 34
M. COURT TIME 35
N. OVERTIME (OT), COMPENSATORY TIME OFF (CTO), ON CALL/CALL BACK/STANDBY 35
1. OT 35
2. CTO 35
3. * * * Call Back/Standby 35
O. SICK LEAVE AND ATTENDANCE 37
P. SUPPLEMENTAL SICK LEAVE ACCRUAL BANK 38
Q. VACATION CASH-OUT 39

R. BEREAVEMENT LEAVE 39
S. VACATION LEAVE 39
T. HOLIDAY LEAVE 39
U. REST PERIODS 41
V. FAIR LABOR STANDARDS ACT 42
W. HEALTH REIMBURSEMENT ARRANGEMENT 42
X. STATE DISABILITY INSURANCE (SDI) 43
Y. RETIREMENT 46
Z. CLASSIFICATION AND COMPENSATION STUDY 46
AA. EMPLOYEE INCENTIVE TIME OFF 47
ARTICLE IX 48
BENEFITS FOR PERMANENT PART-TIME EMPLOYEES 48
A. VACATION 48
B. SICK LEAVE 48
C. * * * **PROTECTED** SICK LEAVE 48
D. SUPPLEMENTAL SICK LEAVE ACCRUAL BANK 48
E. OVERTIME 49
F. PROBATIONARY PERIOD 49
G. HEALTH AND WELFARE 49
H. SOCIAL SECURITY BENEFITS 49
I. WORKERS' COMPENSATION 50
J. JURY DUTY 50
K. HOLIDAYS 50
L. NIGHT-SHIFT DIFFERENTIAL 50
M. SERVICE FEE 50
N. UNIFORM ALLOWANCE 50
O. FULL TIME 50
P. REST PERIODS 50
ARTICLE X 51
SPECIAL RULES FOR EMPLOYEES ASSIGNED TO THE POLICE DEPARTMENT 51
A. SHIFTS/VACATION 51
B. ALTERNATIVE WORKWEEK WEEK SCHEDULES (Special Provisions) 51
C. CALL DIVERSION UNIT (CDU) 57
D. INVESTIGATIONS 58
E. ABSENT WITH SUBSTITUTE (AWS) 61
F. COURT APPEARANCES 62
G. FAMILY EVENTS 64
H. EMERGENCY SERVICES DISPATCHERS 64
I. * * * RESOURCE OPTIMIZATION SYSTEM * * * 64
J. CRITICAL INCIDENTS 64

K. RECORDS CLERKS' INCENTIVE 65
L. ESD TRAINING DIFFERENTIAL 65
M. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES 66
N. SHIFT DIFFERENTIAL – COMMUNICATIONS BUREAU 66
O. SPECIAL EVENTS AND CONTRACT LAW ENFORCEMENT SERVICES 66
ARTICLE XI 68
HEADINGS/REFERENCES/CITATIONS 68
A. HEADINGS 68
B. REFERENCES/CITATIONS 68
ARTICLE XII 69
SAVING CLAUSE/FULL UNDERSTANDING 69
A. SAVING CLAUSE 69
B. FULL UNDERSTANDING 69
ARTICLE XIII 70
TERMINATION 70
SALARY TABLES 72
ADDENDUM I – FCEA Leave of Absence Policy * * *
ADDENDUM II – FCEA Attendance Policy
SIDE LETTER OF AGREEMENT – Community Revitalization Specialist/Senior Community Revitalization Specialist
SIDE LETTER OF AGREEMENT- Emergency Services Dispatcher Lateral Hire Incentives
SIDE LETTER OF AGREEMENT - State Disability Insurance
SIDE LETTER OF AGREEMENT – Classification & Compensation Study; Special Rules for Employees Assigned to the Police Department; Records Clerks' Incentive
ATTACHMENT I – Classification & Compensation Fiscal Year 2019 Equity Increases
SIDE LETTER OF AGREEMENT – Third Party Plan Check Review and Contracting of Plan Check Review and Planning
SIDE LETTER OF AGREEMENT – Classification & Compensation Study
ATTACHMENT I – Classification & Compensation Fiscal Year 2020 Equity Increases
SIDE LETTER OF AGREEMENT – Uniform Allowance and Health Reimbursement Arrangement

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 (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the Fresno City Employees Association, Inc., hereinafter referred to as the Association, has as its purpose: the establishment of wages, hours, and other terms and conditions of employment.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Chapter 3 of the Fresno Municipal Code (FMC), Section 3-101 of Article 1, Section 3-201 **and 3-202** of Article 2, Section 3-501 of Article 5 and Section 3-603 of Article 6, shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

The employer-employee relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act),* * * and Article 6 of Chapter 3 of the FMC **as may be amended from time to time**. In the event of any conflict between said laws and this MOU, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in Chapter 3, Article 6, Section 3-604 of the FMC. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. NONDISCRIMINATION

The provisions of this MOU shall apply equally to, and be exercised by, all employees consistent with state and federal nondiscrimination statutes and * * * City policies.

C. REPRESENTATION OF EMPLOYEES

1. The City recognizes the right of employees in this Unit to be represented by the Association in their employer-employee relationship with the City. An employee whose presence is requested by management to discuss or review an action of the employee has the right to be represented by an officer**,** * * * director**, or designee** of the Association if it appears that the discussion or review may result in adverse action. Should an employee request such representation, no further discussion or review may occur until a representative is present, except that an unreasonable delay shall not result from such a request. The presence of a representative of the employee's own choosing, who is not an officer, director, **or designee** of the Association, shall satisfy the requirements of this section.

2. This Section does not apply to the normal ongoing employment relationship or supervisor/subordinate relationship between the City and its employees, when such matters as, including but not limited to, work direction, scheduling, and non-disciplinary counseling or performance evaluation, are the subjects of the discussion or review.

3. The President of the Association shall be provided up to twenty-five percent (25%) release time, reimbursed by the Association * * * **time** bank **set forth in Section C, subsection 4 below,** to conduct routine Association business. The Vice President and all other Association representatives shall be allowed, subject to the approval of the employee's respective supervisor and the needs of the City, release time to conduct Association business reimbursed by the Association * * * **time** bank. Release time requests should be made by the President or designee through the Labor Relations Division. The President and Vice President may be allowed not more than forty (40) hours of Leave Without Pay per

year, for the conduct of Association business. Approval by the supervisor shall not be unreasonably withheld. Leave taken under this section shall be reported * * * **through an approved payroll process** for purposes of accounting for the hours taken.

4. * * * **The** City shall provide the Association an account of the time bank balance **on a monthly basis**. When the time bank balance falls below two hundred fifty (250) hours, and upon written notification of the Association the City shall deduct one (1) additional hour from all employees represented by the Association to be placed in the time bank. No more than two (2) time bank replenishments shall take place per fiscal year. It is agreed by the parties that once accrued vacation leave is placed in the Association time bank, the City no longer has any obligation to compensate affected members, either in cash or equivalent time off.

5. **Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of their respective organizations concerning business within the scope of representation. Such officers or representatives shall not enter or be present at any work location without the consent of the department director or designee. Consent of the department director or designee may be given whenever the director or designee determines such access or presence will not interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Association, including but not limited to collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.**

D. PERSONNEL FILES

1. The Human Resources Division, under the direction of the Director of the Personnel Services Department, shall maintain the official personnel file for each employee. Each employee may review, or authorize in writing, its review by a designated representative, subject to reasonable rules and regulations, and receive a copy of all material placed in either their official file or departmental file. If an employee disagrees with the content of a document placed in either file, it shall be the right of the employee to submit a response to the Director of the Personnel Services Department to be attached to the document in question and included in the appropriate file. Personnel files are considered confidential and access shall be limited.

2. Documents, including performance evaluations, retained in the employee's departmental file shall be forwarded to the employee's new department in a confidential manner when the employee transfers, promotes, or demotes. The file shall be forwarded in a confidential manner to the Personnel Services Department when the employee leaves City service.

3. Inquiries regarding employment references shall be administered in accordance with existing City policies.

4. **Letters of Understanding shall not be placed in an employee's Personnel File unless they are attached to a disciplinary action for the purpose of demonstrating prior direction or instruction.**

ARTICLE III

CITY RIGHTS

A. GENERAL

1. The Association and the City agree that the rights of the City are as set forth in Chapter 3, Article 6, Section 3-605 of the FMC:

   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."

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

2. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

3. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.

ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Non-Supervisory White Collar Unit, and therefore, agrees to meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, either party may open negotiations as early as five (5) months before the MOU expires.

B. ASSOCIATION OFFICERS AND DIRECTORS

A written list of the Officers of the Association and the Association Directors, with the specific areas they represent, shall be furnished to the City immediately after their designation and the Association shall notify the City promptly in writing of any changes of such Association Officers or Directors.

C. ASSOCIATION BULLETIN BOARDS

The City shall provide space, or access to space, for the exclusive use of the Association for bulletin boards. The space provided shall be no fewer than 24 x 36 inches. Bulletin boards may be placed by the Association in locations where there is representation by the Association, except that only one bulletin board shall be placed in a common area where several divisions are represented. Where divisions are in separate physical locations, a bulletin board may be placed by the Association in each physical location of the division.

D. REPRESENTATION

The City will not interfere with, or discriminate in any way against, any employee by reason of their membership in the Association.

E. RECOGNITION OF UNIT DESCRIPTION

The Non-Supervisory White Collar Unit consists of all employees holding a permanent position, as defined in Chapter 3, Article 2, Section 3-202 of the FMC in the classes listed in Unit 3, Exhibit 3, of the current salary resolution, as such Unit may be amended from time to time pursuant to the provisions of the FMC.

F. ASSOCIATION BY-LAWS

The Association will provide a copy of its By-Laws to the Labor Relations Division. An updated copy of the By-Laws will be provided to Labor Relations whenever the By-Laws are changed.

G. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City, pursuant to Chapter 3, Article 6, Section 3-615 of the FMC, and agrees to 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.

H. RECOGNITION OF MUTUAL OBLIGATION

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

I. 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 Chapter 3, Article 6, Section 3-624 of the FMC**, or State bargaining laws,** shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.

ARTICLE V

PERSONNEL PROCEDURES

A. CLASS REVIEWS

If it is determined that a need exists for the establishment of any new classes, the City shall meet and confer with the Association on salary when the review is completed, but prior to any Council action.

B. REVISIONS TO CLASS SPECIFICATIONS

Proposed revisions to specifications for classes contained in the Unit shall be provided to the Association for review and comment prior to their adoption by the Director of Personnel Services.

C. RECLASSIFICATIONS

This provision shall apply solely to classifications represented by the Association and is not applicable to reclassifications which have the result of employees moving out of the FCEA unit. In the event of the reclassification of a position to a class of a higher level, the incumbent shall be granted the same status in the new class as they had in the former class, if the Director of Personnel Services * * * find**s** that all of the following conditions have been met:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of one (1) or more years immediately preceding the effective date of such reclassification.

2. That the accretion of duties has taken place during the incumbency of the present incumbent in such position.

3. That the added duties and responsibilities upon which reclassification is based have not been previously assigned to a class of the same or lower level.

4. All provisions of the FMC and **Administrative Orders (**AO**)** regarding reclassification not in conflict with this section remain in effect.

D. REQUESTS FOR TRANSFER

1. A permanent employee may request consideration for transfer to vacant positions in the same class by submitting a written request to the Director of Personnel Services. When vacancies occur in the class, names of employees requesting transfer shall be submitted for consideration

concurrent with the certification of names from an eligible list. Transfers between departments require the approval of both appointing authorities. Approval of transfer shall not be unreasonably withheld by the appointing authority in the department from which transfer is sought.

2. The transfer of employees shall be governed by the provisions of the FMC, except that, employees in the class of Administrative Clerk I/II/Senior assigned to the Police Department Records Bureau, must serve in that assignment for a minimum of thirty-six (36) months from the date assigned to the Records Bureau, as provided in Article X, Section K.

3. Department management shall notify transfer applicants a minimum of the day before the interview. Employees may agree to be interviewed sooner. Any transfer applicant who is offered a transfer shall have a minimum of twenty-four (24) hours to accept or reject the transfer.

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

5. **The transfer of probationary employees shall be governed by FMC Section 3-274.**

E. RETURN TO FORMER POSITION

Any member of this Unit who does not pass the required probationary period after being promoted or transferred to another position who returns to their former permanent position in the division/work unit from where the employee was initially promoted or transferred, shall retain seniority in that division/work unit only for the purposes of bidding on vacation slots or shift assignments, if applicable. Such bidding rights shall not be applicable for any bidding process that is initiated and/or completed prior to the employee's return to the unit.

F. FLEXIBLE STAFFING

Flexible staffing will be in accordance with AO 2-10, Flexible Staffing, and AO 2-11 Probationary Period for Flexibly Staffed Positions-Non-Supervisory White Collar Unit¸ **except that the probationary period for Emergency Services Dispatcher I and Fire Prevention Inspector I shall be up to eighteen (18) months at the discretion of management**. Any contemplated addition or deletion of a flexibly staffed class shall be discussed with the Association, in a timely manner and prior to such action by the Director of the Personnel Services Department.

G. TEMPORARY MODIFICATION OF WORK HOURS

With seventy-two (72) hour notice to affected employees, departments/divisions may temporarily modify an employee's regular schedule to address backlog/workload concerns. This temporary modification shall not exceed one (1) month, unless mutually agreed to by the parties.

H. ALTERNATIVE WORKWEEK WORK SCHEDULES (General Provision)

1. Department directors or designees shall be solely responsible for determining and designating divisions, units, sections, specific job classes within their respective departments that may implement variations to the standard/normal/workweek work schedule. A minimum of thirty (30) days written notice shall be provided to affected employees and the Labor Relations Division.

2. Subject to meet and consult pursuant to the provisions of Chapter 3, Article 6, Section 3-607 of the FMC prior to implementation of such changes, alternative workweek work schedules may be necessary in order to meet the service needs of the public/other City departments, and/or other operational efficiency requirements. It is expressly understood that position assignments by classification, staffing levels, workweek work schedules, and days off are determined solely by management, and are subject to change based on, including but not limited to, varying workload, the addition of authorized staffing, and departmental operational and service need.

   a. If established, employees shall select a 5/8, 4/10 or 9/80 workweek work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8 or 4/10 workweek work schedule, or combination thereof or to an established 9/80 workweek work schedule.

   b. Except for emergencies, employees working a 4/10 schedule or who have days off other than Saturday and Sunday, will make every effort to schedule all medically-based appointments on off duty time.

3. The hours for employees working a 5/8 will consist of five (5) eight (8) hour days with two (2) consecutive days off. The hours for employees working a 4/10 will consist of four (4) ten (10) hour days with three (3) days off, of which two (2) of the days off will be consecutive. Each 9/80 work schedule will consist of eight 9-hour shifts, one 8-hour shift and one day off in addition to regular days off, per 14-day period broken down into two 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week

which begins four (4) hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift. The work week shall end exactly 168 hours later. The scheduled eight (8) hour work day/day off must be either a Monday or Friday. The workweek for each such position will be defined in writing. The original document will be maintained by the Department and a copy filed with the Personnel Services Department and the Payroll Division of the Finance Department. The work week for an established 9/80 work schedule will not be changed to accommodate temporary schedule changes. Scheduling of days off will be determined by management.

4. Departments/divisions may discontinue alternative workweek work schedules if it is determined by management that they detrimentally affect department/division operations and services. Thirty (30) days advance notice will be given in writing to affected employees and the Labor Relations Division. If departments/divisions discontinue alternative workweek work schedules established under this provision, employees will revert to 5/8 standard/normal workweek work schedules as determined by management.

5. Except as detailed directly below, applicable * * * Salary Resolution, FMC, and AO sections concerning 4/10 alternative workweek work schedules limitations on OT, holidays, leave accrual and usage, sick leave accrual and usage, and night shift premium pay will govern.

   a. OT - Work in excess of ten (10) hours in one (1) day shall be compensated at one and one-half (1½) times the base rate of pay.

      All hours worked on either the first or second day off in a workweek shall be compensated at one and one-half (1 ½) times the base rate of pay.

      Work on the third day off in a workweek, shall be compensated at two (2) times the base rate of pay.

      Employees who are assigned to work on a holiday will be paid in accordance with the provisions of Article VIII, Section T.

   b. Holidays - Employees working a 4/10 shall receive * * * **eleven (11)** holidays consisting of eight (8) hours each, and an additional eight (8) hours for the employee's birthday. Employees who are off on a holiday which falls on a regular workday shall receive eight (8) hours base pay for the holiday, and may elect to take two (2) hours vacation, holiday or CTO to provide for a full ten (10) hours pay, or may elect to receive two (2) hours leave without pay.

c. Sick Leave - Employees working a 4/10 work schedule shall accumulate the same number of hours of sick leave per month as under the 5/8 standard.

d. Vacation - Employees working a 4/10 work schedule shall accumulate the same number of hours of vacation per month as under the 5/8 standard.

6. Except as detailed directly below, applicable * * * Salary Resolution, FMC, and * * * **Administrative Order** sections will govern concerning 9/80 alternative workweek work schedules, limitations on OT, holidays, leave accrual and usage, sick leave accrual and usage, and night shift premium pay will govern.

a. OT - Work in excess of nine (9) hours in one (1) day on scheduled nine (9) hour days and eight (8) hours on scheduled eight (8) hour days shall be compensated at one and one-half (1 ½) times the base rate of pay.

For periods when there are three (3) consecutive days off, all hours worked on either the first or second day off in a workweek shall be compensated at one and one-half (1 ½) times the base rate of pay. All hours worked on the third consecutive day off in a workweek shall be compensated at two (2) times the base rate of pay.

For periods when there are two (2) consecutive days off, all hours worked on the first day off shall be compensated at the rate of one and one-half (1 ½) times the base rate of pay. All hours worked on the second day off in a workweek shall be compensated at two (2) times the base rate of pay.

Employees who are assigned to work on a holiday will be paid in accordance with the provisions of Article VIII, Section T.

b. Holidays - Employees working a 9/80 shall receive * * * **eleven (11)** holidays consisting of eight (8) hours each, and an additional eight (8) hours for the employee's birthday. Employees who are off on a holiday which falls on a regularly scheduled workday shall receive eight (8) hours base pay for the holiday. Employees may elect to take one (1) hour vacation, holiday, or CTO to provide for a full nine (9) hours pay for a day which is regularly scheduled for nine (9) hours pay, or may elect to receive one (1) hour leave without pay.

c. Sick Leave - Employees working a 9/80 schedule shall accumulate the same number of sick leave hours per month as under the 5/8 standard work week.

d. Vacation - Employees working a 9/80 work schedule shall accumulate the same number of vacation hours per month as under the 5/8 standard work week.

I. PROBATIONARY PERIOD

1. Employees in classes designated as a flexibly staffed series (entry and journey levels) shall serve a total probationary period of twelve (12) months.

2. The probationary period for Emergency Services Dispatcher I shall be up to eighteen (18) months, or after twelve (12) months of service if flexed to Emergency Services Dispatcher II.

3. The probationary period for Fire Prevention Inspector I shall be up to eighteen (18) months, or after twelve (12) months of service if flexed to Fire Prevention Inspector II.

4. Except for employees listed in subsections 2 and 3 above, the probationary period for all classes in this Unit shall be twelve (12) months * * *.

5. The probationary period shall be an essential part of the examination process and shall be used for the effective adjustment of the employee to meet the required standard of work. Time spent on any leave of absence, or time during which an employee is unable to perform the full range of duties due to injury or illness, whether or not job-related, shall not be considered as a part of any probationary period, and such time will be added to the probationary period. The City shall conduct employee evaluations during the probationary period pursuant to this MOU. * * *

J. STEP INCREASES

Employees hired into classes, which have step increases, will move from Step “A” to Step “B” on the anniversary date, which is twelve (12) calendar months from the date the employee was appointed to the current class, subject to the provisions set forth in Section I, above.

Flex classes listed below remain eligible to flex to the journey level after six (6) months of satisfactory service for a total probationary period of twelve (12) months as outlined in AO 2-11. Those classes are:

Account Clerk I to II
Administrative Clerk I to II
Call Center Representative I to II
Customer Services Clerk I to II
Engineering Aide I to II
Planner I to II

K. MOVEMENT BETWEEN STEPS & EMPLOYEE PERFORMANCE EVALUATIONS

1. Each City department shall conduct, at minimum, annual employee performance evaluations on a department-wide basis for all non-probationary employees which shall be the basis for movement to the next highest step for the class, up to level "E". The standard for movement to the next higher step shall be that the employee has consistently met the performance requirements of the position during the preceding rating period.

2. Supervisors shall complete quarterly evaluations on probationary employees **as follows: evaluations shall be completed at three (3) month, six (6) month, nine (9) month and twelve (month) intervals**.
* * *

3. An employee who disagrees with the content of a performance evaluation which does not result in the denial of a step advancement may within fifteen (15) 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. In the event a performance evaluation results in an employee being denied advancement to the next higher step, the employee may appeal the decision to a review committee by filing a written request with the department director within fifteen (15) calendar days from the date of receipt of the performance evaluation.

5. The department director shall convene a review committee within fifteen (15) calendar days following the receipt of the written appeal. The review committee shall be comprised of a representative selected by the

employee, a representative selected by the department director, and a third member mutually agreed to by the first two. In the event an agreement cannot be reached concerning the third member of the committee, the Labor Relations Manager and the FCEA Business Agent shall select one by mutual agreement.

6. The employee shall present the reasons for the appeal on their own behalf, and the person who conducted the evaluation shall present the basis for the denial of the step advancement. In order to expedite the process, only oral and documentary information shall be presented. The deliberations of the committee shall be confidential and no other individuals shall be present. The committee's findings shall be issued at the conclusion of the hearing and shall be final and binding. In the event the committee rules in favor of the employee, the step advancement shall be implemented retroactive to the date the increase would have occurred.

7. An employee not receiving a step increase shall have an additional performance evaluation within six months. At the sole discretion of the department director, the step increase may be granted as a result of the six-month evaluation if the director determines that the employee has corrected the performance deficiencies which were the basis for not receiving the step increase. The six-month evaluation is not appealable.

8. It is understood and agreed by the parties that if a performance evaluation is not presented to the employee within fifteen (15) calendar days following the date the step increase is to become effective, the employee will be considered to have met the performance requirements of the position during the preceding rating period.

9. In the event a performance evaluation contains an Overall Rating of “Unsatisfactory/Needs Improvement” the employee may, within fifteen (15) calendar days from the date of receipt of the performance evaluation, appeal the decision to the department director. The department director’s decision shall be final and non-appealable.

10. Evaluations for non-probationary employees are not to take the place of disciplinary/corrective actions as outlined in AO 2-14.

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

L. SAFETY

1. The City and the Association shall undertake to promote the realization of the responsibilities of the individual employee with regard to preventing accidents to themselves or to their fellow employees. In the event any safety or health hazard is detected, it shall be reported promptly to the

appropriate supervisor. No employee shall be discharged or otherwise disciplined for bringing to the attention of their supervisor any unsafe condition.

2. Employees in the classes of Environmental Control Officer, Industrial Waste Inspector and Lab Technician who work at the Wastewater Treatment Plant, and Police Identification Bureau Technician I, II, and III have the option of seeing the City physician on an annual basis, without charge, for the purpose of receiving a complete blood count, blood chemistry test, and a urinalysis.

3. The City will provide, at no cost, to all classes of Police Identification Bureau Technicians who are identified as having an exposure to Hepatitis B, a Hep B Surface AB, Quantitative test to measure immunity effectiveness, and an annual Tuberculosis test. Employees will make every effort to schedule an appointment for testing to occur on their day off. In no case will an employee be paid overtime compensation for attending the appointment.

M. EXCHANGE OF INFORMATION

* * * **On a timely basis, the** City shall provide **electronic copies via email notification** to the Association * * * **of amendments to the City's Administrative Orders (AO),** new and amended Salary Resolutions, new and amended Position Authorization Resolutions, **and** job bulletins for classes in this Unit.* * *.

On a monthly basis**, the City will send the Association** a list of members of this Unit, with membership in the Association noted on the list. The membership list shall include the City's current mailing addresses of employees.

N. LAY-OFF PROCEDURES

Layoff of employees shall be governed by Chapter 3, Article 2, Section 3-291 of the FMC. * * *

O. IN LIEU OF SUSPENSION FOR DISCIPLINARY ACTION

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

ARTICLE VI

PROCEDURES FOR DISPUTE RESOLUTIONS

A. GRIEVANCE PROCEDURE

1 A grievance is a dispute concerning the interpretation or application of any existing City policy, written rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolishment of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to appeal to the Civil Service Board, Retirement Board, unfair employer-employee relations charge, fact-finding procedure, or as outlined below.

2. A written grievance must set forth the rule, regulation, policy, or specific section of the MOU claimed to have been violated, 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 **Grievance Advisory** Committee shall rule on the dispute before proceeding with the hearing. The **Grievance Advisory** Committee will be bound by the agreement of the parties regarding timeliness.

3. At the request of the grievant, the Association may represent employees covered by this MOU on grievances under the grievance procedure.

4. The parties agree that it is in their mutual interest to resolve grievances at the earliest possible opportunity. In an effort to further this goal, Association Officers and Directors designated under this MOU shall be excused without loss of compensation from their regular duties for such time as is necessary to attend and represent the grievant at grievance hearings, beginning at the first level of supervision.

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

   a. The employee and/or Association representative shall discuss the grievance with the grievant's immediate supervisor before a written grievance may be filed.

      (1) If the grievance is not settled through this discussion, it either may be discussed with the next highest supervisor or a written grievance may be filed with the grievant's

immediate supervisor. A written grievance must be filed, with a copy being sent to Labor Relations, within twenty-one (21) calendar days from the date the grievant becomes aware, or should have become aware of, the issue or incident giving rise to the problem.

(2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within ten (10) calendar days.

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

c. The City, the grievant and/or Association may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Grievance Advisory Committee when the issue is one over which the grievant's supervisor or Department Head has no jurisdiction.

d. If the grievant is not satisfied with the decision of the Department Head, the grievant may, within ten (10) 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 by the Association before it is delivered to * * * Labor Relations.

e. The City, the grievant and/or Association may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of the grievance are automatically extended for as long as mediation is in process.

f. The Grievance Advisory Committee shall be comprised of three (3) members: One selected by the Association, one selected by the City, and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected

by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised exclusively of the selected neutral.

(1) Fees and expenses of the **C**hairperson shall be paid half by the City and half by the Association or the individual grievant(s); provided, however, that the Grievance Advisory Committee may recommend that the City or the Association or the individual grievant(s) 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 the Association shall select a **C**hairperson within fourteen (14) calendar days of the receipt of a grievance requesting review by a Grievance Advisory Committee by Labor Relations * * *.

(2) The neutral 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 * * * **it**. The neutral 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 Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits, prior to the date the grievance was timely filed.

g. A date for the Grievance Advisory Committee to convene will be set within thirty (30) calendar days from the date that a grievance reaches * * * Labor Relations, provided it meets all criteria for the filing and processing of a grievance.

h. All time limits herein may be extended by mutual agreement of the parties.

i. The Grievance Advisory Committee shall conduct an evidentiary hearing, interview witnesses, and consider all relevant documents prior to submitting its conclusions and recommendations to the City Manager within thirty (30) calendar days of its last meeting.

j. 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 employee within fourteen (14) calendar days after receipt from the Grievance Advisory Committee.

k. Failure of the grievant to file an appeal within the specified time limit shall constitute an abandonment of the grievance process. 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.

l. Written reprimands shall not be subject to the grievance procedure. However, a written letter of reprimand shall not be the basis for disciplinary action after three (3) years from the date the letter was issued to the employee.

B. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

The City and the Association agree that it is in their mutual interest to resolve disputes in the most expeditious and least expensive manner. In order to resolve certain disputes without resorting to litigation, the parties agree to pursue an alternative dispute resolution process in the form of mediation as set forth in this section.

1. Prior to the filing of an action in any court of competent jurisdiction challenging a decision of the Civil Service Board **concerning Association matters** or a decision of the City Manager concerning a grievance (as defined in this agreement), the party seeking to file such action (hereinafter the "moving party") must provide written notice to the other party.

2. Upon receipt of such written notice, the other party shall make a determination as to whether it wishes to pursue initiation of a mediation process to resolve the threatened litigation. If such party determines to pursue a mediation process, that party must notify the moving party in writing.

3. The parties shall jointly select a mediator and participate in the mediation so long as both parties consider it productive. Subject to their legal ability to do so, the parties shall agree that during the mediation process any statutory or legal deadlines for the filing of the subject litigation shall be waived.

4. Either party may file an action in court concerning the subject dispute under the following circumstances:

   a. The mediation process is terminated by either party or upon mutual agreement.

b. The mediation process has not been concluded but failure to file the action shall prejudice the moving party's ability to file an action in the event the mediation process does not result in resolution.

c. The mediation process has concluded without resolution of the dispute.

This alternative dispute resolution procedure shall also be utilized in the event either party decides to pursue an appeal of a court decision relating to an underlying decision of the Civil Service Board **concerning Association matters** or the City Manager concerning a grievance.

C. PAST PRACTICE

A past practice is defined as a course of conduct which by mutual agreement has been allowed to continue over a period of time. A past practice, which is inconsistent with any existing City policy, written rule or regulation governing personnel practices or working conditions, or the provisions of this MOU, shall be null and void and may be terminated upon written notice to the Association. A past practice not covered by this MOU or City policies and procedures, which is within the scope of representation, may be terminated only after the City has provided the Association with written notice and completed the meet and confer process consistent with the Meyers-Milias-Brown Act.

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

Employees in this unit may select usage of a hearing officer instead of a hearing before the Civil Service Board for disciplinary actions. This usage shall be governed by the provisions of Chapter 3, Article 2, Section 3-283 of the FMC.

ARTICLE VII

DUES DEDUCTION

[§ deleted]

A. DUES CHECK-OFF

*** * ***

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

[§§ deleted]

2. The Association, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866, shall hold harmless the City of Fresno, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions.

3. Upon written authorization by a retired member of the Association, the City shall deduct credit union payments and Association dues and benefits from the retirement check of such retired member and forward same to the credit union or Association as designation in such authorization.

4. Except as authorized under sub-section 3. above, dues deductions will be discontinued when an employee leaves Unit 3.

B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION * * *

The earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. In the case of a member who is in a non-pay status, and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made. At the request of the Association, the City shall deduct past Association dues from an employee entitled to back pay, provided the employee's earnings are

sufficient after other legal and required deductions are made to cover the amount in arrears.

C. DUES DEDUCTION TRANSFER * * *

1. * * * **All** such deductions shall * * * **provided by electronic funds transfer to an account specified by the Association.** * * *

   [§§ deleted]

2. **The** deduction **electronic funds transfer** * * * will be transmitted within fourteen (14) calendar days of each pay period end date.

ARTICLE VIII

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. SALARY SCHEDULE

1. Effective **June 25, 2018**, the base rate of pay of all employees in this unit will be increased by two and one half percent (2.5%), * * * as reflected on Table I, attached hereto and incorporated by reference.

2. **Effective September 3, 2018, the base rate of pay for employees in the classifications of Emergency Services Dispatcher I, Emergency Services Dispatcher II, and Emergency Services Dispatcher III shall be increased by 2.5%, as reflected on Table II, attached hereto and incorporated by reference.**

3. Effective **June 24, 2019**, the base rate of pay of all employees in this unit will be increased by two **and one half** percent (2**.5**%) as reflected on Table I**I**, attached hereto and incorporated by reference.

4. Effective **June 22, 2020**, * * * **the base rate of pay of all employees in this unit will** be increased by two **and one half** percent (2**.5**%) as reflected on Table **IV, attached hereto and incorporated by reference**.

C. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the authority to determine the benefits that will be provided during the term of this MOU. The sole responsibility of the City under this clause is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. Employees may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.

Effective October 1, 2016, the City's contribution for current employees will be seventy-five percent (75%) of the health and welfare premium, as established by the Fresno City Employees Health and Welfare Trust Board for the period of July 1, 2014 through June 30, 2015 with increases to the health and welfare premium on and after July 1, 2015 split so that 50% of the premium increase will be absorbed by the City and 50% will be absorbed by employees up to a maximum employee contribution of 30%. No employee's share shall exceed thirty percent

(30%). Should the employee share be set at thirty percent (30%), the City share shall be seventy percent (70%).

Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU, or have terms imposed, any of which will result in a greater contribution by the City than that contributed for Unit 3 members during the term of this agreement or negotiations for successor agreement, the City will match the higher contribution at the * * * **Association's written** request.

* * *

The parties also agree to work collectively in conjunction with their Board representatives to research and recommend potential cost-saving measures for the Health & Welfare Trust, which may include a choice of health program options based on individual need or preference, including a reduced option equivalent to the City's premium contribution, a separate rate for single employees with no dependents, or other flex plan programs; mandatory generic mail order drug maintenance for employees who require prescription drug therapy for any period of ninety (90) days or more; or other measures that may be identified as this work progresses.

D. WORKERS' COMPENSATION

1. Notwithstanding the provisions of Chapter 3, Article 1, Section 3-118 of the FMC an employee who suffered or suffers an injury/illness in the course and scope of City employment shall receive the statutory weekly amount of 66.67% of earnings, calculated based upon the average earnings during the fifty-two (52) weeks preceding injury. Except for the provision of full pay and its starting date (as modified herein), the remaining provisions of Chapter 3, Article 1, Section 3-118 of the FMC shall apply. Should the State mandated workers' compensation rate of payment be adjusted, the City and the Association agree to a limited reopener, upon either party's request, to meet and confer regarding adjustment of the rate herein stated.

   Compensation for an accepted claim of a work related injury or illness shall begin following the first three (3) days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of a work related injury or illness only if:

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

   b. the employee is absent from work fourteen (14) days or more; or,

c. the employee is placed on light duty at any time during the first three (3) days.

2. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count toward the three (3) day exclusion period; however, this time shall be recorded as injury absence.

3. At the employee's option, in the event the 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, holiday, or compensatory time off (CTO), for that period.

4. If the employee opts to use sick leave, vacation, holiday, or CTO for the first three (3) days and it is later determined that work related injury/illness pay under paragraph 1., above, beginning on the first day of a work related injury/illness is appropriate, the leave time shall be restored to the employee and the employee's pay or leave balance will be adjusted accordingly.

   If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefor.

5. If an employee is placed on sick leave, vacation, holiday, or CTO, pending determination as to whether the injury or illness is industrial, and the injury/illness is determined to be industrial, sick leave, vacation, holiday, or CTO, shall be restored within thirty (30) calendar days of such determination, and the employee placed on work related injury/illness leave as provided herein.

6. Retirement benefits shall not be reduced as a result of the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with applicable retirement code sections.

E. EDUCATION FOR CITY EMPLOYEES

The City's policy on education and training including the procedure for applying for reimbursement of expenses incurred in connection with all educational and training activities such as conferences, workshops and the tuition reimbursement program are contained in AO 1-11, Education for City Employees. Permanent employees in the classes of Secretary/Senior Secretary, who acquire a valid Certified Professional Secretary certificate, will be reimbursed in accordance with AO 1-11.

F. USE OF PERSONAL VEHICLES

1. Employees may be required, at the discretion of the City, to use their personal vehicles on City business. Employees required to use their own vehicles on City business, other than traveling to and from work, shall be reimbursed in accordance with AO 2-2, Transportation Allowance and Mileage Reimbursement Policy, and AO 8-8, City Owned/Leased Vehicles-Acquisition, Assignment and Usage Policy. An employee shall not be required to use their personal vehicle unless the employee has been so authorized in accordance with the requirements set forth in this section. When use of a personal vehicle is required as a term and condition of employment for all positions in a class, such requirement shall be included in the specification for the class and the job bulletin. If the requirement is applicable only to certain positions in a class, employees, or potential employees, shall be notified of the requirement prior to appointment, transfer, or assignment, as appropriate.

2. The parking rates for employees in the downtown area shall be fifteen dollars ($15.00) per month for general parking and twenty dollars ($20.00) per month for an Official Vehicle Permit.

G. CERTIFICATE PAY

1. Permanent employees in the class of Planner II, who possess and maintain a valid State of California registration/license as a Civil Engineer, Structural Engineer, Electrical Engineer, Traffic Engineer, or Architect, shall be paid an additional five percent (5%) of their base rate of pay.

2. Permanent employees in the classes of Accountant-Auditor I/II, who possess and maintain a valid State of California license as a Certified Public Accountant, shall be paid an additional five percent (5%) of their base rate of pay.

3. Crime Scene Technician Certificate Pay:

   a. Employees in the classes of Crime Scene Technician I/II/III who possess a four (4) year college degree (Bachelor's Degree) shall be paid an additional three percent (3%) of their base rate of pay.

   b. Employees in the classes of Crime Scene Technician I/II/III who have at least five (5) years of full-time work in the City of Fresno Crime Scene Bureau and have successfully completed the basic POST Crime Scene Bureau Technician course shall be paid an additional four percent (4%) of their base rate of pay.

   c. Employees in the classes of Crime Scene Technician I/II/III who possess an International Association for Identification (IAI) Latent

Print Certificate, and/or an IAI Crime Scene Certificate, and/or IAI Forensic Photography Certificate shall be paid an additional four percent (4%) of their base rate of pay. **IAI c**ertificate pay is not stackable, meaning an employee cannot receive more than one **IAI** certification pay at a time (i.e., can only receive one additional 4%).

4. Permanent employees assigned to the Department of Public Utilities in the class of Environmental Control Officer who possess a valid Environmental Compliance Inspector Certificate issued by the California Water Environment Association shall receive monthly certificate pay as follows:

Grade I	$50/month
Grade II	$75/month
Grade III	$100/month
Grade IV	$150/month

5. Permanent employees assigned to the Department of Public Utilities, in the class of Inorganic Chemist or Laboratory Technician I/II/Senior, who possess a valid Laboratory Analyst Certificate issued by the California Water Environment Association shall receive monthly certificate pay as follows:

Grade I	$50/month
Grade II	$75/month
Grade III	$100/month
Grade IV	$150/month

6. Permanent employees assigned to the Department of Public Utilities' Waste Water Division in the class of Water Systems Telemetry and Distributed Control Technician/Specialist/Senior who possess valid Certificates as indicated will receive monthly payment as follows:

- Plant Maintenance **Technologist** Certificate issued by the California Water Environment Association

Grade I	$50/month

- Electrical/Instrumentation Certificate issued by the California Water Environment Association

Grade II	$75/month
Grade III	$100/month
Grace IV	$150/month

- If an employee in these classes possess one of the certifications noted above and additionally holds a Water Treatment Operator Certificate (Grades I-IV) and/or Water Distribution Operator

Certificate (Grades I-V) issued by the State Department of Health Services, the employee will receive an additional $100 per month.

7. Permanent employees assigned to the Department of Public Utilities' Water Division in the class of Water Systems Telemetry and Distributed Control Technician/Specialist/Senior who possess valid Certificates as indicated will receive monthly certificate pay as follows:

- Water Distribution Operator Certificate issued by the State Department of Health Services

DI	$50/month
DII	$100/month
DIII	$150/month
DIV	$200/month

- Water Treatment Operator Certificate issued by the State Department of Health Services

TI	$100/month
TII	$200/month
TIII	$250/month
TIV	$300/month
TV	$300/month

- Employees who possess both a valid Water Distribution Operator Certificate and Water Treatment Operator Certificate will receive pay at the higher rate and $100/month for dual certification, except where the lower rate is less than $100/month.

8. Permanent employees assigned to the Department of Public Utilities in the class of Wastewater Reclamation Coordinator who possess valid Certificates as indicated will receive a monthly payment as follows:

- Biosolids Land Application Management Certificate issued by the California Water Environment Association - $50/month.

- Wastewater Treatment Plant Operator Certificate issued by the Department of Water Resources (in addition to the certificate above if applicable)

Grade I	$50/month
Grade II	$75/month
Grade III	$100/month
Grade IV	$150/month
Grade V	$200/month

- If an employee in this class possesses one of the certifications above and additionally holds a valid Water Distribution Operator Certificate (DII or above) or Water Treatment Operator Certificate will receive an additional $100/month.

9. If during the term of this agreement, the Director of the Personnel Services Department determines that it is in the interest of the City to consider certificate pay for a position or positions represented by the * * * **Association**, the parties shall meet to determine whether or not such certificate pay shall be provided, .

H. BILINGUAL CERTIFICATION PROGRAM

1. The bilingual certification program consists of a City administered examination process whereby members of this Unit may apply for bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating.

2. The Bilingual certification examination will be conducted * * * **upon request**. * * ***A**pplications will be available at the Personnel Services Department and City department personnel units. Effective upon approval of this MOU, in order to remain eligible to receive bilingual premium pay, employees must take and pass the certification examination once every five (5) years.

   [§§ deleted]

   Department directors, or their designees, shall designate those positions or assignments for which bilingual skill is desired **when an application is provided and** annually. This may result in the loss of bilingual designation and pay.

3. Bilingual certification examinations are conducted for **Armenian,** Cambodian, **Hindi,** Hmong, Laotian, **Punjabi,** Sign, Spanish, and Vietnamese languages **and any other languages outlined in the Salary Resolution**.

4. The bilingual premium pay rate for certified permanent employees is * * * **one hundred dollars ($100)** per month, regardless of how many languages for which an employee is certified.

   a. Certified employees may interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.

b. Certified employees shall not refuse to interpret/translate while on paid status. Refusal may result in appropriate disciplinary action.

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

I. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES

1. In accordance with Chapter 3, Article 2, Section 3-260(c) of the FMC, an employee will neither be ordered, nor will be considered to be performing the duties of an absent employee unless prior written approval has been obtained, a signed copy of which will be given to the employee when ordered to perform the duties. In addition, when a position has been filled provisionally in accordance with the FMC, employees may be given a temporary assignment to perform the duties of the position upon the temporary absence of the provisional employee. All other provisions of the FMC, Chapter 3, Article 2, Section 3-260 and this Section shall apply.

2. After any permanent employee has completed * * * **forty (40)** hours of service in a higher class pursuant to one (1) or more such assignments, which may be accumulated in half shift increments (e.g., 4 hours for 5/8 employees; 5 hours for 4/10 employees), the employee shall thereafter be paid at the rate of pay of the higher class while so assigned for full days or shifts.

3. Employees assigned in accordance with Section 1, above, are entitled to receive compensation attached to the higher position at the step closest to, but not less than three and one half percent (3.5%) above the employee's current step placement.

J. TEMPORARY ASSIGNMENT PAY

1. Permanent employees in the class of Engineering Inspector II, whose assigned duties, related solely to a specific project, are of more than normal complexity or scope, may be paid at the comparable Associate Consultant I step level.

2. Permanent employees in the classes of Community Services Officer II (CSO) and Property and Evidence Technician (PET) assigned training functions and responsibilities shall be paid an additional five (5) percent of the employee's base rate of pay for the actual time spent training. Actual hours worked as a trainer in excess of eight (8) hours in a day, or forty (40) hours in a workweek, shall be paid at one and one-half (1 ½) times the CSO/PET training assignment rate of pay. CSOs and PETs may not elect to accrue CTO in lieu of cash payment for actual hours worked as a trainer in excess of eight (8) hours in a day, or forty (40) hours in a

workweek. Receipt of this pay for functioning as a trainer is a temporary assignment, not a promotion. Training assignments, as well as the extension or expiration of such an assignment, are determined solely by the department.

3. Sr. CSOs may be assigned to train Police Cadets for the purpose of performing limited CSO functions and duties when the Department determines such assignment is necessary to meet the needs of the organization. Police Cadet training assignments for CSO IIs shall be on a voluntary basis.

K. UNIFORM ALLOWANCE

1. Except for employees listed in the subsections below, employees not covered by the City's uniform program who are required to purchase, maintain, and wear a duty uniform shall receive a maintenance and replacement fee of thirty dollars ($30) per month to be prorated on a pay-period-by-pay-period basis.

2. Employees Newly Hired in the Class Series of:

   a. Community Services Officer I/II/Senior**, Property and Evidence Technicians,** and Fire Prevention Inspector I/II/Senior who are required to purchase, maintain, and/or wear a uniform shall receive three hundred ninety-six ($396) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in these classes shall receive sixty-six dollars ($66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay period basis. In the event the newly hired employee **voluntarily leaves the position within the first** * * * six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the three hundred ninety-six dollars ($396) for each full calendar month to be prorated on a pay-period-by-pay-period basis as set forth in sub-section 3, below.

   b. Administrative Clerks assigned to the Records Division, Police Data Transcriptionists, Rangemaster/Armorers and Identification Technicians assigned to the Police Crime Scene Bureau who are required to purchase, maintain, and/or wear a uniform shall receive two hundred fifty dollars ($250) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in this class shall receive forty-one dollars and sixty-six cents ($41.66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay-period basis as set forth in sub-section 3. below. In the event the newly hired

employee **voluntarily leaves the position within the first** * * * six (6) months, the employee shall reimburse the City one sixth (1/6) of the two hundred fifty dollars ($250) for each full calendar month, to be prorated on a pay-period-by-pay period basis.

3. Permanent Employees in the Class Series of:

   a. Administrative Clerks who are assigned to the Records Division, Police Data Transcriptionists, Rangemaster/Armorers, and * * * **Crime Scene** Technicians, **and Property and Evidence Technicians** assigned to the Police Crime Scene Bureau who have completed their required probationary period shall continue to receive five hundred dollars ($500) per year, to be prorated on a pay-period-by-pay-period basis at the rate of forty-one dollars and sixty-six cents ($41.66) per month, as noted in subsection 2.b. above for the purpose of assisting in the purchase and maintenance of uniforms.

   b. Community Services Officer I/II/Senior and Fire Prevention Inspector I/II/Senior who have completed the required probationary period and who are required to maintain and wear an uniform for four (4) months or more within any fiscal year shall receive sixty-six dollars ($66.00) per month, to be prorated on a pay-period-by-pay period basis.

   c. Employees in the classes stated in 3.b., above, who are required to maintain and wear a uniform fewer than four (4) months within any fiscal year shall receive twenty-two dollars ($22) per month, to be prorated on a pay-period-by-pay-period basis.

4. Employees who receive a uniform allowance as set forth in any of the above provisions, and thereafter change classes, shall receive a prorated sum to compensate for any difference.

5. The City agrees to consult with the Association prior to the implementation of any change to the uniform policy and the City agrees to meet and confer with the Association before creating a uniform requirement for a new class or for employees in a class which currently is not required to wear a uniform.

L. NIGHT-SHIFT DIFFERENTIAL

Each employee in this unit who is assigned to work a "**swing or** night shift" shall receive premium pay in addition to that set forth for their class in Subsection B of this Article. If half or more of an employee's shift is between the hours of 5:00 p.m. and midnight, the * * * **swing** shift premium will be * * * **$1.25** per hour for all hours worked that shift. If half or more of an employee's shift is between

the hours of midnight and 8:00 a.m., the night shift premium will be * * * **$1.75** per hour for all hours worked that shift. The Night-Shift Differential will be paid only to an employee who is assigned to the night shift and actually works said shift. **If a shift meets the definition of both swing shift and night shift, the night shift differential will be paid.** An additional shift differential for Emergency Service Dispatchers assigned to the Police Department is set forth in Article X, Section N. of this MOU.

M. COURT TIME

All Employees except those employees assigned to the Police Department, who, in their capacity as an employee of the City, are required by a superior officer, City Attorney, prosecuting attorney, whether or not by subpoena, or by direction of a court if by subpoena, to attend and does attend, during off-duty hours, any deposition or court proceeding as a witness, shall be allowed a minimum of two (2) hours overtime credit regardless of the time actually in attendance.

Jury Duty - Notwithstanding FMC Sections 3-109 and 3-110, employees who are required to serve on a jury shall not be required to pay over to the City any fees received for mileage allowance.

N. OVERTIME (OT), COMPENSATORY TIME OFF (CTO), ON CALL/CALL BACK/STANDBY

1. OT - Employees shall be paid for OT in accordance with Chapter 3, Article 1, Section 3-117 of the FMC, except as may be modified by this MOU. Employees on vacation may be permitted to work by notifying the department of their desire to work, and shall be compensated at the applicable overtime rate in addition to the employee's vacation pay.

2. CTO - Employees may elect to accrue CTO in lieu of cash payment for OT hours worked. CTO is accumulated at the applicable straight time, time and one-half, or double time rate for the time worked. CTO is to be used for time off, and is subject to approval in the same manner as vacation. Employees may accrue a CTO balance not to exceed eighty (80) hours. Employees who have reached the maximum balance shall be given cash payment for additional OT hours worked until such balance has been reduced below the maximum allowable amount, (i.e., 80 hours). City may compensate by cash payment all CTO balances on the last pay period in each fiscal year at the base/straight time rate of pay, or in any given pay period at the employee's request.

3. * * * Call Back/Standby - It is expressly understood that department directors or designees shall determine and designate divisions/units/sections within their respective departments that may implement * * * call back/standby provisions. Additionally, department directors or designees may determine and designate specific job classes

assigned to divisions/units/sections within their respective departments to be solely eligible to receive * * * call back/standby premium pay. Management retains the exclusive right to determine, designate, and assign * * * call back/standby duty, withdraw such assignments, and develop and implement internal policies and procedures concerning the administration thereof.

[§§ deleted]

a. * * * Call Back includes all time spent by the employee from the time of reporting to the work site through completion of the task/problem**, or any time responding to a request from the City to use City provided equipment to perform work without traveling to the work site, outside of an employee's normal/regular work hours**.

(1) Eligibility - An employee shall be eligible for call back premium pay when all of the following conditions are met: 1) The employee is ordered to return to work and does in fact return to work; 2) The order to return to work is given following termination of the employee's normal/regular work shift, and the employee has departed from the work site; and 3) The return to work occurs not less than two (2) hours prior to the established start time of the employee's next shift. At the employee's option the employee may be allowed to begin the normal/regular shift upon completion of the call back assignment. **An employee shall also be eligible for call back premium pay when responding to a request from the City to use City provided equipment to perform work, without traveling to the work site, outside of an employee's normal/regular work hours.**

(2) Compensation - Premium pay for call back assignments during each twenty-four (24) hour period (i.e., 12:01 a.m. to 12:00 a.m.) and during each twelve (12) hour period for * * * **Crime Scene** Technicians assigned to the Police Crime Scene Bureau, shall be a minimum of two (2) hours at time and one-half an employee's base rate of pay. An employee assigned to two (2) regularly scheduled consecutive days off if called back to work on the employee's second day off, or an employee assigned to three (3) regularly scheduled days off on the employee's third day off, shall receive premium pay at a minimum of two (2) hours at two times the employee's base rate of pay. There will be only one (1), two (2) hour minimum paid in each 24-hour period, and **each** twelve (12) hour period for * * * **Crime Scene** Technicians.

(3) **Employees who respond to a request from the City to use City equipment and do not need to travel to the work site will receive a minimum of twelve (12) minutes of overtime at time and a half, or double time where applicable, for each additional call back incident after the first two hour minimum.**

b. 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. An employee assigned standby duty will be required to carry a City pager, and/or City cell phone (if available), and shall not consume alcohol or consume any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one (1) hour of being paged/contacted.

(1) Compensation - Premium pay for standby duty during workweek nights (all time outside of an employee's normal/regular scheduled work shift), from the end of the shift of the first day to the beginning of the shift on the following day, shall be sixteen dollars ($16.00) for each workweek night * * *. Premium pay for standby duty during an employee's normal/regular 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 seventy-two dollars ($72.00).

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

4. Compensation pursuant to * * * **subsection** 3., above shall take precedence over holiday pay per **Article VIII, Section T** * * *.

O. SICK LEAVE AND ATTENDANCE

1. Sick Leave and Family Sick Leave

a. Employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment * * *.

Sick leave shall * * * **accrue** during the probationary period but may not be used until the employee has completed ninety (90) days of employment * * *.

b. Employees shall be allowed to use up to forty-eight (48) hours of accumulated sick leave * * * per fiscal year for * * * **Protected** Sick

Leave **used only for those purposes defined in California Labor Code Section 233**. **The first three days or twenty-four hours, whichever is greater, of Protected Sick Leave used by an employee on or after July 1 of each year shall be considered leave taken under California Labor Code section 246.5 (i.e., AB 1522, Health Workplace, Healthy Family Act of 2014).** * * * Use of * * * **Protected** Sick Leave **used for the purposes set forth in California Labor Code Section 233** shall be authorized and recorded by a department head or designee.

c. Members of this Unit shall not be subject to the provisions of AOs 2-19, 2-19.1 and 2-20. Instead, FCEA Leave of Absence Policy, Addendum I, incorporated into this MOU by reference, shall apply.

[§§ deleted]

Employees who terminate City employment and return within one year of such termination will be entitled to reinstatement of their sick leave balances at the time of termination from City employment, up to a total of 48 hours.

* * *

2. Attendance

a. Members of this Unit shall not be subject to the provisions of AOs 2-19, 2-19.1 and 2-20. Instead, FCEA Attendance Policy, Addendum II, incorporated into this MOU by reference, shall apply.

P. SUPPLEMENTAL SICK LEAVE ACCRUAL BANK

On July 1st and each July thereafter of each fiscal year during the term of this MOU, employees in this Unit shall accrue an additional forty (40) hours Supplemental Sick Leave with an accrual limit of forty (40) hours per year and up to a total lifetime maximum of eighty (80) hours. Employees who have earned eighty (80) hours **or more** of supplemental sick leave shall retain those hours but shall not accrue any additional supplemental sick leave time. However, if an employee is absent from work on a leave without pay status on July 1st, the additional forty (40) hours shall be prorated and received upon the employee's return to work. This supplemental sick leave accrual may only be utilized if the employee * * * has exhausted all other sick leave accruals upon notification to the Finance Department by the employee **or as Protected Sick Leave as set forth in Article VIII, Subsection O.1.b above**. * * * **Upon** separation from City service the accrued hours will be:

1. Placed in a Health Reimbursement Arrangement (HRA) in accordance with Article VIII, Section X; or,

2. Cashed out at retirement or upon separation from the City if not eligible for participation in the HRA.

Accruals shall be prorated for employees hired after July 1st * * *. In the event the employee transfers to another unit, the accrued hours shall remain in the Supplemental Sick Leave Accrual Bank until retirement or separation from City service, at which time the employee may elect one of the options above.

Q. VACATION CASH-OUT

If on October 31st of each year, an employee has a balance of two hundred-forty (240) or more hours of sick leave, the employee may in November of that year, request a cash payment from eight (8) to forty-**eight** (**48**) hours of any vacation accrual the employee has acquired prior to the December payroll period.

R. BEREAVEMENT LEAVE

Upon the death of a member of an employee's immediate family, the employee shall be allowed to utilize * * * **Sick** Leave as is actually necessary to take care of funeral arrangements, or attend the funeral, but not to exceed forty (40) hours.

S. VACATION LEAVE

Employees accrue vacation leave hours for each completed calendar month of employment as reflected in the table below. Employees with less than * * * **ten (10)** years of continuous employment are allowed to accrue three hundred **forty** (**340**) hours of vacation leave, and employees with * * * **ten (10)** years or more of continuous employment are allowed to accrue four hundred **twenty** (**420**) hours of vacation leave.

Years of Continuous Employment	Accrual Rate (Hrs./mo.)
Less than 5	8
More than 5 but less than 10	**10**
More than 10 but less than 20	**11.33**
More than 20	**14.66**

T. HOLIDAY LEAVE

1. Except as may be modified in this Section, Holidays shall be governed by Chapter 3, Article 1, Section 3-116 of the FMC:

   - 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 (8 hrs. credited holiday balance on the first pay period following the employee's birthday)
   - One (1) Personal Business Day (8 hrs. credited to holiday balance on July 1.
   - Any day or part of a day declared by the Council, by ordinance or resolution, to be a holiday.

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

3. Effective October 3, 2016, employees **had** * * * holiday accruals put in a special holiday leave bank. Employees may request payment and be compensated for up to forty-eight (48) hours or twenty-five percent (25%) of their special holiday leave balance, whichever is greater, each fiscal year between July 1 and December 31. All remaining balances in the special holiday leave bank shall be paid to employee upon separation from City service.

   Any holiday leave accruals earned after October 3, 2016, will be placed into the employee's regular holiday leave bank and may be cashed out at any time. Holiday leave will be accrued until it reaches forty**-eight** (**48**) hours, except for employees eligible for AWS (Absent with substitute) time, who may accrue up to ninety six (96) hours; Upon reaching the applicable holiday leave bank cap , all additional holiday leave earned will be cashed out unless and until the holiday leave bank balance falls below the cap. Any holiday leave balance for any employee leaving City service will be cashed out.

4. Employees whose regular work schedule falls on the holiday and who are assigned to work on the holiday will be paid for all hours worked. In addition, these employees who work the holiday as assigned may, at the employee's option, elect to receive up to eight (8) hours of holiday accrual,

cash payment at straight time, or time added to the employee's compensatory time bank in lieu of holiday pay that employees normally receive when their regular schedule falls on the holiday but are not assigned to work.

5. When a holiday falls on a regularly scheduled day off, an employee in this Unit shall be credited with eight (8) hours of holiday time.

6. In addition to the holiday credit in Subsection 5. above, employees who are called in or scheduled to work a holiday which is their regularly scheduled day off, the employee will be entitled to one and one half (1 ½) times their regular rate of pay for all hours worked.

7. Employees scheduled to work on their birthday, who wish to take the day off shall submit a Request for Leave of Absence form for preauthorization and approval.

8. In addition to any other holiday leave which may be accrued, employees in this Unit in the classes of Emergency Services Dispatcher I, II, and III and Police Identification Bureau Technician I, II, and III, shall receive 1.33 hours per month of Holiday leave.

9. In order to be eligible for holiday compensation, employees must be on paid work status at the end of their shift the day before said holiday.

U. REST PERIODS

1. Employees shall be allowed a rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of work, without loss of compensation. Rest periods shall be scheduled by supervisors and consistent with the work load and in accordance with the requirements of the department. There shall be no disruption in the provision of service to the public to allow an employee to take a rest period. Any employee required to work four (4) or more hours overtime immediately before or after their shift shall be allowed not more than fifteen (15) minutes as a rest period during such overtime work period, and during any subsequent four (4) hour overtime work period.

2. Employees shall be entitled to a daily meal period of no less than thirty (30) uninterrupted minutes. In the event the employee is directed to work, thereby interrupting the meal period, the employee shall be allowed to take a full meal period prior to the end of the shift, or to be compensated at one and one-half times (1 ½) the base rate of pay for the missed meal period.

V. FAIR LABOR STANDARDS ACT

When, or if, the Department of Labor promulgates rules and regulations dealing with * * * the FAIR LABOR STANDARDS ACT, the Association and the City agree to meet and confer on **the impact of** any changes in wages, hours or terms and conditions of employment required thereby.

W. HEALTH REIMBURSEMENT ARRANGEMENT

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding HRA's. 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 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 and/or vacation leave used for sick time (excluding only hours used for Workers' Compensation benefits**, Bereavement Leave,** and/or protected leave such as Family & Medical Leave, * * * **and Protected** Sick 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 all accumulated sick leave hours, other than supplemental sick leave, in excess of 240 hours at the time of retirement multiplied by forty percent (40%) of the employee's hourly base rate of pay as of the FY 11 Salary Resolution.
>
> The number of all supplemental sick leave hours at the time of retirement multiplied by the employee's hourly base rate of pay as of the FY 11 Salary Resolution.
>
> The hourly base rate of pay shall be the equivalent of the monthly salary as of the FY 11 Salary Resolution for an employee as reflected in the salary tables, multiplied by twelve (12) months then divided by 2,080 hours.

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

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse

(or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to $0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to $0, no death benefit shall be payable to any person by the HRA.

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

X. STATE DISABILITY INSURANCE (SDI)

1. Employees who are in bargaining Unit 3, Non-Supervisory White Collar represented by the Fresno City Employees Association (FCEA), 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.

   Employees eligible for SDI benefits are those who are defined by Section 2601, et seq. of California Unemployment Insurance Code.
   (Click here to access the SDI website)

   Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code Section 2655.

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

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

4. Employees who are absent from duty and are receiving SDI benefits who are eligible to use sick leave, vacation leave, holiday leave, or compensatory time off, shall be eligible to integrate the payment of SDI benefits with such City-paid leave benefits.

   a. Integrating leave balances is defined as the SDI benefit and the use of thirteen (13) hours per week of the employee's available leave balances added together to provide a regular bi-weekly income.

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

long as leave balances are available and SDI benefits continue.

c. The intent of the provision providing for integration of benefits is to provide a combined biweekly adjusted net income not to exceed, 100% of regular bi-weekly income as long as such eligible disability qualifies and available leave balances exist. The employee's authorized deductions shall continue to be deducted from pay. Pay, including SDI benefits and bi-weekly pay, shall not exceed 100% of regular pay. If SDI benefits equal or exceed 100% of the regular pay, no City payment shall be made.

5. Eligible employees may use the following accrued City leave balances in conjunction with SDI benefits and in accordance with #6 below:

- Sick Leave
- Supplemental Sick Leave
- Vacation Leave
- Holiday Leave
- Compensatory Time Off (CTO)
- Donated time, when all other leave balances have been exhausted.

6. An employee eligible for SDI benefits who elects to integrate leave shall use thirteen (13) hours per week of their available leave balances. Once an employee's Sick Leave bank is depleted, the employee will use of available Supplemental Sick Leave at thirteen (13) hours per week, Vacation Leave, Holiday, or CTO, or donated time at thirteen (13) hours per week. Request of and approval of Vacation Leave, Holiday, or CTO will be per City policy. While integrating SDI benefits, employees will be considered to be in paid status for the purpose of leave accruals, holiday benefits, step increases, and health insurance coverage.

An employee who is integrating leave and has exhausted all other leave balances may apply for donated time in accordance with City policies. Use of donated time shall be at thirteen (13) hours per week. Time for Permanent Part-Time employees shall be prorated in accordance with the employee's particular schedule.

If the employee chooses not to integrate benefits or exhausts their available leave balances, the employee will be in a Leave Without Pay (LWOP) status.

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

a. 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.

b. Upon contacting their department, the employee shall immediately file a claim for SDI benefits with EDD.

c. If the employee chooses not to contact their department as outlined in subsection (7.a.) above, available leave balances will be used at forty (40) hours per week and integration of benefits will not occur until the City receives notification of eligibility from EDD.

d. 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.

(1) 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.

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

(3) 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.

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

(5) 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.

(6) 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.

Y. RETIREMENT

All employees in Unit 3 hired on or after October 3, 2016, shall make an additional contribution equal to one and one half percent (1.5%) of their pensionable compensation to the City of Fresno Employees System, reducing the City contribution by a corresponding amount. In accordance with Internal Revenue Code Section 414(h)(2) and related guidance, the City shall pick-up and pay the contribution by salary reduction in accordance with this provision to the City of Fresno Employees Retirement System. The employee shall have no option to receive the one and one half percent (1.5%) contribution in cash. The one and one half percent (1.5%) contribution paid by the employee will not be credited to an employee's accumulated contribution account nor will it be deposited into a member's Deferred Retirement Option Program ("DROP") account. **Employees hired by the City prior to October 3, 2016, who enter Unit 3 on or after the first pay period after City approval of this MOU and were paying an additional one and one half percent (1.5%) of their pensionable compensation immediately prior to entering Unit 3, shall continue to pay the additional one and one half percent (1.5%) of their pensionable compensation to the City of Fresno Employees Retirement System, reducing the City contribution by a corresponding amount.**

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

[§§ deleted]

Z. CLASSIFICATION AND COMPENSATION STUDY

* * *

The parties agree to meet and confer regarding classification and compensation adjustments resulting from a study completed in 2018.

The City will allocate no less than $372,012 in General Fund costs and $673,045 in All Funds cost for an equity increase. Once the parties reach mutual agreement on the allocation of the initial equity increase the equity increases will be implemented on the first pay period after FCEA ratification and Council approval. The City's intention is to implement the City's ideally recommended percentage increases in phases after reaching agreement with FCEA on each phase, with the understanding that structural changes or other changes in circumstances can change these amounts.

AA. EMPLOYEE INCENTIVE TIME OFF

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

Employees may accrue up to 80 hours of Employee Incentive Time Off and may use the time as soon as it is earned upon approval of the employee's immediate supervisor. Any Employee Incentive Time Off earned beyond 80 hours will be automatically cashed out. Employees may voluntarily cash out the entire balance or any portion of their Employee Incentive Time Off at any time.

The measurement period for the Employee Incentive Time Off shall be calculated as follows in this paragraph: In every two week pay period, employees in this unit are regularly scheduled to work 80 hours. In six consecutive pay periods, employees are scheduled to work 480 regular work hours. Effective October 29, 2018, the regular hours actually worked by each employee in this unit and paid City observed holidays will be tabulated at the conclusion of six consecutive pay periods. The six consecutive pay periods will be called a measurement period. (For example: October 29, 2018 to January 20, 2019, is a measurement period.)

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

ARTICLE IX

BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

Permanent Part-Time employees, employed in classes in this Unit, shall accumulate benefits during their employment with the City as follows:

A. VACATION

Permanent Part-Time employees shall accumulate vacation leave at a rate proportionate to a full-time employee in the class.

B. SICK LEAVE

1. Permanent Part-Time employees shall accumulate sick leave at a rate proportionate to a full-time employee in the class.

2. Refer to Article VIII, Section O. for further * * * **Sick Leave and Protected Sick Leave** provisions **that by this reference apply**.

C. * * * **PROTECTED** SICK LEAVE

* * * Permanent Part-Time employees shall be allowed **use** up to * * * **six months** of **the employee's** * * * Sick Leave **accrued and available per fiscal year for the purposes defined in California Labor Code section 233** * * * and in accordance with applicable provisions of the MOU. **The first three days or twenty-four hours, whichever is greater, shall also be considered leave taken under California Labor Code section 246.5 (i.e., AB 1522, Healthy Workplace Healthy Family Act of 2014).**

D. SUPPLEMENTAL SICK LEAVE ACCRUAL BANK

1. On July 1st, and each July thereafter of each fiscal year during the term of the MOU, Permanent Part-Time employees in this Unit shall accrue an additional forty (40) hours of Supplemental Sick Leave with **a maximum** accrual limit of eighty (80) hours. Employees who have earned eighty (80) hours or more prior to October 3, 2016, shall retain those hours but shall not accrue any additional time. However, if a Permanent Intermittent employee is absent from work on a leave without pay status on July 1st, the accrual shall be prorated upon the employee's return to work.

2. This Supplemental Sick Leave accrual may only be utilized if the employee has completed six (6) months of employment and has exhausted all other sick leave accruals. Employees may use Supplemental Sick Leave for members of the employee's immediate family in accordance with the terms of this Section and in accordance with provisions noted above in Article VIII, Section O.

3. Accruals shall be prorated for employees hired after July 1st * * *. In the event the employee transfers to another unit, the accrued hours shall remain in the Supplemental Sick Leave Accrual Bank until separation from City service.

4. Upon separation from City service any Supplemental Sick Leave balance will be:

   a. Placed in a Health Reimbursement Arrangement (HRA) in accordance with Article XIII, Section X; or

   b. Cashed out at retirement or upon separation from the City if not eligible for participation in the HRA.

E. OVERTIME

Permanent Part-Time employees shall receive overtime at the applicable hourly rate for work performed in excess of eight (8) hours in a day and/or forty (40) hours in a week, and work performed on a holiday.

F. PROBATIONARY PERIOD

The probationary period for Permanent Part-Time employees shall be 2,080 hours of non-overtime work performed, according to the class to which the employee is appointed.

G. HEALTH AND WELFARE

Permanent Part-Time employees shall receive Health and Welfare benefits as provided below:

The City shall contribute, towards the health and welfare premium required by the Fresno City Employees Health and Welfare Trust **in accordance with Article VIII, Section C.** FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST **above** * * *.

[§§ deleted]

H. SOCIAL SECURITY BENEFITS

Until the * * * City **of Fresno** Employees Retirement Board acts upon the joint recommendation regarding retirement benefits applicable to Permanent Part-Time employees, and any ordinances or resolutions are adopted implementing that action, Permanent Part-Time employees shall not be in the City retirement system and shall be provided with Social Security benefits**,** except where an employee's status as a Permanent Full-Time employee changes to Permanent

Part-Time status. When such change occurs, the employee shall remain in the City retirement system.

I. WORKERS' COMPENSATION

Workers' Compensation Benefits for Permanent Part-Time employees shall be those amounts established by the State of California Workers' Compensation regulations.

J. JURY DUTY

Permanent Part-Time employees shall be paid for jury duty attendance and court attendance in accordance with Chapter 3, Article 1, Sections 3-109 and 3-110 of the FMC, with the exception that employees shall not be required to pay over to the City any fees received for mileage allowance.

K. HOLIDAYS

Permanent Part-Time employees shall receive paid leave for holidays at a rate proportionate to a full-time employee in the class.

L. NIGHT-SHIFT DIFFERENTIAL

Permanent Part-time employees shall receive night -shift differential in accordance with MOU Article VIII, Section L.

M. SERVICE FEE

MOU Article VII applies to Permanent Part-Time employees.

N. UNIFORM ALLOWANCE

Any Permanent Part-Time employee who is required to purchase and wear a uniform shall be paid the uniform allowance applicable to the class and as provided in Article VIII, Section K.

O. FULL TIME

Permanent Part-Time employees shall not be employed to reduce the number of Permanent Full-Time employees in the unit.

P. REST PERIODS

MOU Article VIII, Section **U REST PERIODS**, shall apply to Permanent Part-Time employees.

ARTICLE X

SPECIAL RULES FOR EMPLOYEES ASSIGNED TO THE POLICE DEPARTMENT

A. SHIFTS/VACATION

1. Shift assignments shall be made according to the needs of the department, otherwise shift assignments shall be made based on seniority. Shift changes shall not be used as a method of administering discipline.

2. Vacation selection by division, section, unit/area, or shift, as determined by the department, shall be based upon, and determined by, seniority within the class, except for employees in the class of Emergency Services Dispatcher I/II/III which shall be based on date of hire.

3. All employees in the class of Emergency Services Dispatcher I/II/III, upon reaching their ten (10) year or twenty (20) year of service anniversary date, may sign up for an additional week of vacation. The employee may only sign up in an open slot on the annual vacation sign-up list after their anniversary date has been reached. This section does not constitute any additional vacation time accrual.

B. ALTERNATIVE WORKWEEK WEEK SCHEDULES (Special Provisions)

It is expressly understood that shift assignment and staffing levels are determined by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs.

Alternative Workweek Work Schedules for the Police Department shall be as provided in Article V, Section H with the exception of specific classes to whom the following specific provisions shall apply:

1. <u>Community Services Officer I/II/Senior (CSO) - Patrol Division</u>

   a. The number of shifts and hours of shifts shall be based upon the optimum deployment of personnel to handle calls for services as identified by department data, and pursuant to Chapter 3, Article 6, Section 3-605 of the FMC. It is agreed that the department may, in the future, utilize 24-hour scheduling of CSOs assigned to the Patrol Division.

   b. After shifts are determined, they may be flexed by department management up to a maximum of two (2) hours over or under the base hours. Base hours are:

Watch	Hours
Watch C I	0700 - 1700
Watch C II	1100 - 2100
Watch C III	1500 - 0100

It is agreed that shift base hours and number of shifts shall periodically be evaluated, and may be adjusted no more than twice annually based on calls for service load. The department agrees to include FCEA in the discussion, to allow input, suggestions, and participation in the drafting of base hours and/or shifts. It is agreed that in the event shifts and/or base hours are modified, a sign up will be held as provided in **subsection** 1.c. below.

The department may change shift (Watch) hours up to a maximum of four (4) times annually provided that all affected employees will receive at least two (2) weeks' notice of any change. Adjustment may be made by area. The department will consider education schedules when flexing shifts on a semester basis.

c. CSOs assigned to the field will be allowed to sign up by seniority by class for shift, area, and/or days off once annually in December, and no later than fifteen (15) days prior to January 1. It is agreed that only one (1) Senior CSO will be allowed to sign up in each bureau to best provide lead direction and training for field CSOs.

d. CSOs Assigned to Patrol on a 4/10 **Big Fresno** Fair **(Fair)** Shift

(1) For employees occupying the classes of Community Services Officer I/II/Senior (CSO) assigned to Patrol on a 4/10, Fair shift hours will be scheduled based on calls for service and/or other workload factors as determined by department management. Any CSO who wishes to be on unscheduled leave during the CSO's Fair duty obligation will be responsible for finding a suitable replacement to work on the CSO's scheduled days in accordance with Section E. below.

(2) For the purposes of shift trades during the Fair only, the replacement CSO may also be an on-duty CSO, as long as the on-duty CSO is not also scheduled to work at the Fair at the same time, and provided that the on-duty replacement is not leaving their shift assignment vacant. CSOs wishing to provide a replacement for Fair assignments will notify the department of the substitution prior to the beginning of the

Fair assignment. Exceptions to the shift trade requirement must be approved by the Chief of Police or designee.

(3) CSOs assigned to work traffic control at the * * * Fair will not be scheduled to work **traffic control** more than four (4) consecutive hours.

If the needs of the department require, the on duty CSO may have their shift extended. * * * **Overtime** shall be paid where applicable.

2. All CSOs who work a 4/10 schedule * * * **have** daily 30-minute * * * **paid** meal break **instead of** * * * the two (2) fifteen minute paid rest breaks * * *. Any CSO who fails to schedule and take their meal break will not be paid overtime for missing said meal break.

3. CSOs assigned to training can be scheduled for such training during an eight-hour, five-day workweek, or on an 8-hour shift basis. The department will make every effort to not schedule any CSO to training which will conclude immediately prior to the CSO's four-day work period.

4. FCEA agrees that occasionally department CSOs may be assigned to other police-related duties or functions for periods of time, which could require temporary modification of shift hours, as determined by department management and need. A 5/8 shift structure may be implemented on a temporary basis for a specified need. Except in the event of an emergency, affected employees will receive two (2) weeks' notice of the modification.

5. The department may discontinue the 4/10 workweek if it is determined by the department that it detrimentally impacts department operations and services. Thirty (30) days advance notice shall be given in writing to affected employees and the Labor Relations Division.

   a. If the department discontinues the 4/10 workweek, the department shall revert to the standard workweek schedule that was in existence prior to the establishment of the 4/10 workweek.

6. Prosecution Liaison Unit (Community Services Officer) and Investigative Services Division.

   a. Community Services Officers may request to work a 4/10 workweek. Absent sufficient requests, the department head or designee may assign CSOs to a 4/10 workweek based on operational needs.

b. The flexible/alternative workweek shift schedule will be composed of two (2) shifts of four (4) ten (10) hour days, with three (3) days off. Scheduling of days off shall be determined by the department head or designee. The hours for each shift shall consist of four (4) ten (10) hour days, plus a thirty (30) minute unpaid meal period. The hours for each shift may be adjusted by management up or down by one-half hour based on operational and service delivery needs.

7. Communications Bureau - Emergency Services Dispatcher I/II/III

a. The flexible/alternative workweek shift schedule will be composed of four (4) consecutive work days, ten (10) hours each day.

b. Sign ups shall be by seniority, by classification. Seniority shall be determined by accumulated hours within the class. In addition:

(1) ESD III's on a shift must sign up on the rotating days off schedule and may overlap. On the rotating days off schedule, an ESD III may not sign up for identical days off with another ESD III. This is necessary to ensure sufficient ESD III coverage for vacations, illnesses, etc.

c. Trainees will not sign up for a shift. Trainees will be assigned by the department to a shift with a trainer, and will continue to be rotated between shifts for training purposes until certified and released from training.

d. Employees will be allowed to bid for new shift positions by seniority within the classification of the position assignment.

8. Management Support Bureau Personnel and Training Unit; Rangemaster/Armorer Class

a. The alternative workweek schedule option is necessary in order to provide the minimum staffing necessary to accommodate the various working schedules of staff using the range. It is expressly understood that position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs of the department.

b. Staff may request to work a 5/8 or 4/10 workweek schedule, or a combination thereof. Absent sufficient requests, management will assign staff to a 5/8 or 4/10 workweek schedule, or a combination thereof. Staff wishing to change their workweek schedule will be

required to give a two (2) week advance written notice to management. However, the frequency of such changes may be limited by management, if in their judgment, such limitation is in the best interest of the department.

c. It is expressly understood that workweek schedules are established by department/individual divisions based upon the service needs of the public/other city departments.

d. The hours for staff working a 5/8 will consist of five (5) eight (8) hour days with two (2) consecutive days off. The hours for staff working a 4/10 workweek option will consist of four (4) ten (10) hour days with three (3) days off. Scheduling of days off will be determined management.

(1) An example of a core 4/10 workweek schedule of hours and shift designations, which may be changed at management's discretion, is as follows:

Shifts	Hours
1	0600 - 1600
2	0900 - 1900
3	1600 - 0200

e. All Rangemaster/Armorer (RA) staff who work a 5/8 or 4/10 schedule **have a** * * * daily thirty (30) minute * * * **paid** meal period **instead of** * * * two (2) fifteen (15) minute paid rest periods * * *. Any RA who fails to schedule and take their paid meal period will not be paid overtime for * * * **the missing said meal break**.

9. Crime Scene Bureau – Identification Technician I/II/III

a. It is expressly understood that work assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs of the department.

B. Identification Technicians I/II/III will work either a 5/8 or 4/10 workweek schedule.

(1) The hours for staff working a 5/8 workweek schedule will consist of five (5) eight (8) hour days with two (2) consecutive days off and a thirty (30) minute unpaid meal break. Scheduling of days off will be determined by management.

(2) The hours of staff working a 4/10 workweek option will consist of four (4) ten (10) hour days with three (3) days off and a thirty (30) minute unpaid meal break. Scheduling of days off will be determined by management.

c. Scheduling may consist of both fixed days on and off as well as rotation of days on and off. No Identification Technician shall be scheduled to work for more than forty (40) hours in any workweek.

d. Shifts may be flexed as determined by management up to a maximum of two (2) hours over or under the base hours. An example of a core 5/8 and 4/10 workweek schedule of hours and shift designations, which may be changed at management's discretion, are as follows:

5/8 shift(s)	Hours
Day Shift A	0700-1530

4-10 shift(s)	Hours
Day Shift B	0700-1730
Swing Shift	1500-0130
Midnight Shift	2100-0730

e. During the middle of May each year, all Identification Technicians II/III work assignments in the Crime Scene Bureau will be open for sign ups by seniority in classification.

f. Any Identification Technician II or III who is absent at the time of sign ups is solely responsible for obtaining and reviewing the sign up drafts and instructions and for securing a proxy to represent him/her during the sign up process. Any Identification Technician II or III failing to sign up or failing to secure a proxy for sign-ups will be assigned to a work schedule by management.

g. Assignments as a result of annual sign-ups will begin on or about July 1st of each year.

Following the sign-ups for work assignments during the month of May of each year, Identification Technicians I/II/III's may bid to schedule, by seniority in classification one annual vacation in consecutive weeks, in an amount equal to the maximum vacation time accrued by the Identification Technician for the fiscal year during which the employee bids for vacation scheduling. Said

vacation shall be scheduled to be taken between July 1st following the bid and June 30th of each fiscal year.

h. Probationary Identification Technician I's may not be permitted to sign up for shifts but shall instead be assigned by the department to a shift and rotated between shifts for training purposes until promoted to the level of Identification Technician II. Upon promotion, an Identification Technician II may apply for vacant positions as set forth in sub-section (e), above.

i. Identification Technician I's with less than six (6) months of employment cannot use vacation time. However, Identification Technician I's may sign up for a vacation block that is after their six (6) month anniversary date.

j. Order back to work will continue to first be done on a voluntary basis. However, if there are no volunteers management reserves the right to order back Identification Technician(s) to meet operation and service needs of the department.

k. Identification Technicians attending training can be scheduled for such training during an eight-hour, five-day workweek, or an eight-hour shift basis until training is completed.

l. This Alternative Workweek Schedule may be cancelled by the City following thirty (30) days written notice to the affected Identification Technicians and the Labor Relations Division, at which time all employees will revert to the 5/8 workweek.

m. The decision to discontinue the 4/10 workweek and revert to the standard workweek and vacation scheduling that was in existence prior to the establishment of the 4/10 workweek, is not appealable or grievable.

10. Except for emergencies it is expressly understood that all medical and dental appointments will be scheduled on off-duty time.

C. CALL DIVERSION UNIT (CDU)

1. CSOs assigned to positions in the CDU shall be in uniform.

2. 4/10 schedules will be the standard workweeks for the CDU.

The hours for employees working a 4/10 workweek shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off.

3. Staffing levels are to be based on minimum staffing needs, except for weekends and holidays, subject to meet and consult pursuant to the provisions of Chapter 3, Article 6, Section 3-607 of the FMC prior to the implementation of such changes. It is expressly understood that minimum staffing levels are to be determined by management, and are subject to change based on varying workload, the addition of authorized staffing, and operational and service needs. Such decisions shall not be grievable.

4. Assignments to the CDU shall be conducted in March of each calendar year by distribution of a Matrix to all CSOs. For purposes of the following, a vacancy is defined as an allocated Senior CSO position which no Senior CSO has elected to fill, or any other position which no CSO has elected to fill at sign ups, or at any time a position becomes vacant due to a transfer from CDU. In the event a position becomes temporarily vacant due to illness, injury, etc., the position may be filled with a temporary assignment to the position. Assignments shall be filled as follows:

   a. The Matrix to be used for sign up or assignment to the CDU will include lead shift positions to be filled by Senior CSOs based upon seniority. Seniority shall be determined by the date of hire within the class of Senior CSOs. If a lead shift position is not filled by a Senior CSO at sign up, then such position shall be assigned to a Senior CSO with the least seniority, and so on. However, such Senior CSO with the most seniority shall be given first choice of the vacant lead shift position.

   b. All other assignments to the CDU as a result of the sign up process shall be based upon seniority. Seniority shall be determined by the date of hire within the class of CSOs.

   c. Any vacancies remaining in the CDU immediately following the annual Matrix sign up will result in the CSO with the least seniority that has completed field training and has been released, and so on, being assigned to fill these vacancies.

   d. In the event of a vacancy in the CDU, such vacancy shall first be offered to the CSO with the most seniority. If no CSO elects to fill such vacancy, the vacancy shall be assigned to the CSO with the least seniority that has completed field training and has been released.

D. INVESTIGATIONS

When a police civilian employee is under investigation and subjected to interrogation by the department, which could lead to disciplinary action as defined below, the interrogation shall be conducted under conditions listed hereunder.

1. Internal Investigations. Disciplinary action is defined as any action which may lead to dismissal, demotion, suspension, fine in-lieu of suspension, reduction in salary, written reprimand or transfer for the purposes of punishment. An oral reprimand is not within the meaning of disciplinary action.

   a. Reasonable Hour. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police civilian employee is on duty, unless the seriousness of the investigation requires otherwise.

   b. Off-duty Compensation. The employee shall be compensated if the interrogation occurs off duty.

   c. Names of Interrogators. The police civilian employee under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation and all others who will be present at the interrogation.

   d. Nature of Interrogation. The police civilian employee under investigation shall be informed of the nature of the investigation prior to any interrogation.

   e. Reasonable Period. The interrogation session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.

   f. Personal Necessities. The person under interrogation shall be allowed to attend to their own personal, physical necessities.

   g. Absence of Threats, Promises of Reward and Publicity. The police civilian employee under interrogation shall not be subjected to offensive language or threatened with disciplinary action. However, a police civilian employee shall be informed that failure to answer questions directly related to the investigation or interrogation may result in disciplinary action. No promise of reward shall be made as an inducement to answering questions. The employer shall not cause the police civilian employee under interrogation to be subjected to visits by the press or news media without the employee's express consent, nor shall the employee's home address or photographs be given to the press or news media without the employee's express consent.

   h. Record of Interrogation. The interrogation may be recorded, and if it is, the police civilian employee shall have access to the tape if any

further proceedings are contemplated or prior to any further interrogation at a subsequent time.

i. Own Recording. The police civilian employee being interrogated shall have the right to bring a recording device and record any and all aspects of the interrogation.

j. Notes of Stenographer. The police civilian employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports which are deemed to be confidential may be entered in the police civilian employee's personnel file.

k. Exclusions. Excluded from the above are discussions with police civilian employees in the normal course of duty, counseling, instruction, informal verbal admonishment, routine or unplanned contact with a supervisor. This Section shall not apply to **a criminal** investigation* * *.

2. Rights of Representation Upon Request. Whenever an interrogation focuses on matters which are likely to result in disciplinary action against any police civilian employee, that employee, at the employee's request, shall have the right to be represented by a representative of the employee's choice who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation.

   This Section shall not apply to any discussions with a police civilian employee in the normal course of duty, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact with a supervisor or any other police civilian employee. This Section shall not apply to **a criminal** investigation * * *.

3. Right of Privacy. No police civilian employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of the employee's property income, assets, source of income, debts or personal or domestic expenditures (including those of any member of the employee's family or household) unless such information is obtained or required under state law or proper legal procedure.

4. Right of Privacy Extended to Storage Space. No police civilian employee shall have the employee's locker or other space for storage that may be assigned to the employee, searched except in the employee's presence, or with the employee's consent, or unless a valid search warrant has been

obtained or where the employee has been notified that a search will be conducted. This Section shall apply only to lockers or other space for storage that is owned or leased by the employing agency.

5. Language shall be included on oral reprimands which states that when signing, an employee makes no admission of guilt regarding the statements included in the reprimand. Oral reprimands will be retained only in the Police Department's divisional files. Employees are entitled to a copy of any oral reprimand they receive.

6. Article X, Section D. applies only to members of this Unit who are assigned to the Police Department and shall take precedence over any other conflicting section of this MOU.

E. ABSENT WITH SUBSTITUTE (AWS)

1. AWS With Trade - In accordance with Section 7(p)(3) of the Fair Labor Standards ACT (FLSA), as discussed in 29 CFR 553.31, Community Services Officers (CSO's), Identification Technicians, Emergency Service Dispatchers, and Administrative Clerks assigned to the Records Bureau may substitute for one another when staffing levels do not permit these employees to take time off. Any employee in the classes noted above that seeks to have a substitute cover a shift will be responsible for finding an off-duty replacement to work the shift. The substitution must be during scheduled work hours and in the performance of work in the same capacity. The hours worked are excluded by the City in the calculation of the hours for which the substitute employee would otherwise be entitled to overtime compensation under the FLSA and under the overtime provisions of this MOU. When one employee substitutes for another, the employee being substituted for will be credited as if the employee had worked * * * **their** normal schedule for that shift.

2. AWS With Compensation - When one employee substitutes for another, the employee being substituted for will be credited as if * * * **the employee** had worked * * * **their** normal schedule for that shift. If the substituting employee wishes to be compensated for the substitute shift worked at the base/straight time rate of pay, then the employee being substituted for shall transfer the applicable number of holiday leave, vacation, or CTO hours to the substituting employee's "like" account. The employee being substituted for may only select one account from which to take hours for transfer, and those hours shall only be transferred to the volunteer substitute's "like" account. If the substituting employee's selected account is at the maximum allowable balance, the substituting employee shall be compensated at the base/straight time rate of pay from the transferred hours.

3. AWS Notification to Department - Employees wishing to provide a substitute must notify the department at least 24 hours in advance of the substitution on a form provided for that purpose. The substitute must be satisfactory to the department. If the substitute is determined to not be a satisfactory substitute, the employee's supervisor shall provide the reason(s) in writing within one hour of personal notification to the supervisor. The responsibility of seeking a suitable substitute remains with the employee regardless of when an employee notifies the department of the substitute.

4. Employees on probation may utilize forty (40) hours of AWS to take time off during any calendar quarter, with no restrictions on how many hours of AWS can be worked during a calendar quarter. Probationary employees who desire to utilize more than forty (40) hours of AWS may do so with Commander approval.

   Employees who have completed probation may utilize one hundred-twenty (120) hours of AWS to take time off during any calendar quarter, with no restriction on how many of hours of AWS can be worked during a calendar quarter. Non-probationary employees who desire to utilize more than one hundred-twenty (120) hours during a calendar quarter may do so with Commander approval.

5. Once an employee has agreed to substitute for another employee, and the substitution has received supervisor approval, the substituting employee is responsible for work on the specified date and time of the traded shift or partial shift. In the event the substituting employee cannot work the shift or partial shift, the substituting employee is responsible for obtaining a replacement substitute. When no replacement substitute can be provided, and the initial substituting employee fails to work the shift or partial shift, holiday, CTO, or vacation leave shall be charged to the account of the employee normally scheduled to work.

6. AWS provisions in department policies and procedures and/or Bureau Operation Manuals are not superseded by Section E.

F. COURT APPEARANCES

Notwithstanding the provisions of Chapter 3, Article 1, Section 3-117 of the FMC, the following rules shall apply to court appearances.

Employee's Regularly Scheduled Day Off:

1. If an employee receives a departmental notice or subpoena requiring a court appearance on the employee's regularly scheduled day off, or on vacation, or on a day off on compensatory time-off which has been approved prior to notice and/or the employee's receipt of a departmental

notice or subpoena, and the employee has not been released by the Court Liaison Office (CLO) by 0900 hours of the day of the court appearance, the employee shall have the option of:

a. premium pay of $36.00 for standing by at home, when legally permitted, or

b. appearing at the Court Liaison Office, with a minimum of three (3) hours pay at one and one half (1 ½) times the rate of pay. During this three (3) hour period, if the employee is not required to appear in court, the employee may, at the option of the Department, be required to perform duties as assigned at Headquarters. The employee shall be released from duty when the subpoena or notice is cancelled or the Court releases the employee.

c. if an employee is released and no appearance is necessary, the employee will not receive the $36.00 premium pay as noted in subsection 1.a.

Employee's Regular Day of Work:

2. If an employee receives a departmental notice or subpoena requiring a court appearance on a regular day of work which falls outside of assigned work hours, and the employee has not been released by the Court Liaison Office (CLO) by 0900 hours of the day of the court appearance, the employee shall have the option of:

a. standing by at home, when legally permitted, or

b. appearing at the Court Liaison Office, with a minimum of two (2) hours pay, at one and one half (1 ½) times the rate of pay. During this two (2) hour period, if the employee is not required to appear in court, the employee may, at the option of the Department, be required to perform duties as assigned at Headquarters, or

c. if the court appearance starts within one-half (1/2) hour immediately following a shift, the employee shall receive a one (1) hour minimum. If the court appearance falls during the shift and continues beyond the end of the shift, the employee shall be paid at the applicable hourly rate for the actual time spent in court.

3. Time spent on court appearance standby duty (i.e., at home) shall not be considered hours worked.

4. The provisions of Section E shall apply to employees who are required to appear in any judicial or administrative proceeding as a witness pursuant to subpoena, court order, or request of the District Attorney. This provision

shall apply to all judicial proceedings (civil, criminal, or administrative) and Civil Service proceedings in which an employee's presence is ordered, directed, or requested because of their employment.

5. Where an employee's appearance extends beyond the applicable two (2) or three (3) hour minimum, the employee shall be paid for the actual time of the appearance.

6. The City and the Association agree to meet, as necessary, to discuss concerns involving the Court Liaison Program.

G. FAMILY EVENTS

In the event an employee requests paid time off (vacation, CTO, or holiday time), excluding those holidays as set forth in Article VIII, Section T of this MOU, not less than two (2) weeks in advance to attend a major family or social event, such as weddings, birthdays, graduations, etc., such request shall only be denied in an emergency. An emergency is defined as circumstances beyond the control of the City and not having been known in advance of the circumstance creating the emergency. An employee may be granted one (1) family event for a period no longer than a single work shift, with a total of two (2) family events per fiscal year. Approval will be limited to one (1) employee per shift for Dispatch. Where shifts overlap no more than one (1) employee will be allowed Family Event time off. Approval will be limited to one (1) employee per shift for the Crime Scene Bureau.

H. EMERGENCY SERVICES DISPATCHERS

1. The probationary period for employees in the Emergency Services Dispatcher I class assigned to the Police Communications Bureau shall be up to eighteen (18) months, at the discretion of management.

2. Emergency Services Dispatchers who are placed on sick leave verification will not be acceptable as a replacement for purposes of available overtime, with the exception of order back.

I. * * * RESOURCE OPTIMIZATION SYSTEM * * *

The Department may utilize **a resource optimization system** * * * to determine the number and scheduling of shifts, the number and configuration of policing areas, the number of employees assigned to each shift, and the day off configuration and/or rotation of days off.

J. CRITICAL INCIDENTS

Upon ratification and approval of this Agreement, the City's Police Department agrees to include the Association in any employee committees or labor

management discussions related to developing policies, procedures and subsequent implementation for critical incidents for Emergency Services Dispatchers and * * * **Crime Scene** Technicians.

K. RECORDS CLERKS' INCENTIVE

Employees in the class of Administrative Clerk I/II/Senior assigned to the Police Department Records Bureau, must serve in that assignment for a minimum of thirty-six (36) months from the date assigned to the Records Bureau before being permitted to transfer out of the Police Department Records Bureau, unless there is mutual agreement between the employee and the Records Bureau Commander to waive the minimum thirty-six (36) month assignment requirement.

As an assignment incentive, Administrative Clerk I/II/Senior employees assigned to the Police Department Records Bureau, will receive an assignment incentive bonus of six hundred dollars ($600) on the first pay period following the first anniversary date of said assignment, nine hundred dollars ($900) on the first pay period following the second anniversary date of said assignment, and twelve hundred dollars ($1,200) on the first pay period following the third and any subsequent anniversary dates of said assignment.

Any employee who is forced to leave the unit as a result of a workforce reduction, who would otherwise have been eligible for the Records Clerks incentive, will receive the incentive prorated to the day of layoff.

The Records Clerk Incentive shall apply to Police Data Transcriptionists assigned to the Police Department Records Bureau on July 1, 2011. The incentive shall not apply to any Police Data Transcriptionist placed or hired into these positions after July 1, 2011. Any employee in a Police Data Transcriptionist position as of July 1, 2011 who vacates the position for any reason, including transfer, demotion, promotion or termination shall not be eligible for the incentive if the employee later returns to a Police Data Transcriptionist in the Records Bureau, unless the employee is promoted and returns to the position through a probationary release from that promotion.

L. ESD TRAINING DIFFERENTIAL

Employees occupying the Emergency Services Dispatcher II class and assigned to train newly hired Emergency Services Dispatcher Is in the Police Department Communications Bureau shall receive a 5% salary differential for all hours assigned to train.

Prior to receiving such an assignment, the ESD II must first successfully complete the ESD III testing process and remain assigned to their current shift. The employee shall maintain the status of an ESD II for all purposes, including bidding for positions and maintaining the employee's seniority level.

M. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES

Employees in the Records Division and Communications Bureau shall be paid for all assigned hours when assigned Acting in accordance with the provisions of Article VIII., Section I and when such assignments are given for a minimum of one (1) hour.

N. SHIFT DIFFERENTIAL – COMMUNICATIONS BUREAU

Emergency Service Dispatchers I/II/III who are assigned to work a shift commencing at 3:30 a.m. shall receive a premium pay of one dollar ($1.00) per hour for all hours worked that shift. This shift differential will only be paid to an employee who is assigned to a shift commencing at 3:30 a.m. and actually works said shift. Emergency Service Dispatchers assigned other shifts shall receive shift differential in accordance with the provisions of Article VIII., Section L.

O. SPECIAL EVENTS AND CONTRACT LAW ENFORCEMENT SERVICES

1. All special events and contract law enforcement services (CLES), as determined by the Chief of Police or designee, shall be considered special detail assignments and compensation for hours worked shall be at one and one half (1 ½) times the applicable base rate of pay for the class. Such pay shall not be credited towards years of service for retirement benefits or regular overtime.

2. All special assignments shall be on a volunteer basis, except exterior Fair, Fair Crime Prevention, and * * * **Chukchansi Park** Stadium assignments. The number of CSO's assigned to special events shall be determined by the Chief of Police or designee.

3. An assignment list shall be the basis for all CSO assignments. CSO's who desire to be placed on the assignment list shall notify the Chief's designated representative. All CSO's on the assignment list shall be notified by voice mail when policing special events and/or contract law enforcement services positions are available. Positions shall be filled using the following process:

   a. The Chief's designated representative will sequentially number the calls, starting with the first CSO responding from the assignment list, and so on. The designated representative will then use computer spreadsheet software programmed to select a random number drawn from the sequential numbers assigned to the responding CSO's. The random number selected will be the starting point for making assignments, and for filling the positions. If the positions are not filled after going through the entire list of numbers, the designated representative will continue through the

list again, and so on, until all the positions are assigned or a subsequent notification is issued.

b. CSO's who desire to be placed on the assignment list must have completed their probation. CSO's on sick leave, industrial injury leave, "temporary light duty," or unpaid leave shall not be eligible.

4. Any CSO who fails to appear for an assignment or fails to notify the designated representative of the inability to work the assignment 24 hours prior to the beginning of the assignment schedule shall be removed from the assignment list. Any CSO who is removed from the assignment list shall not be eligible for reinstatement to the assignment list for a period of six (6) months. Removal from the assignment list shall not be deemed a disciplinary action pursuant to Civil Service Board rules * * * and is not appealable or grievable.

a. CSO's performing special events/contract law enforcement services assignments shall be subject to all rules, orders, and procedures of the Police Department.

b. In no event shall a CSO performing special events/contract law enforcement services work be assigned to a job site where a labor union picket line has been established.

5. Compensation

a. CSO's shall receive one and one half (1 ½) times their base rate of pay **for special events and CLES**. The parties agree that for the purpose of FLSA regulations, compensation paid for working special events and CLES is at the applicable overtime rate, and shall not be * * * compensation for pension plan benefits calculations or regular overtime.

b. A CSO reporting to an assignment site shall receive a minimum of four (4) hours pay regardless of actual time worked. Employment of more than four (4) hours shall be paid to the nearest tenth of an hour for the actual time worked.

c. Any accident, illness or injury which arises out of, or occurs in the course of employment for special events or CLES shall be covered under the City's workers compensation plan pursuant to this MOU.

ARTICLE XI

HEADINGS/REFERENCES/CITATIONS

A. HEADINGS

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

B. REFERENCES/CITATIONS

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

ARTICLE XII

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 specifically specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

B. FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties 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 be attached to this MOU and continue in force subject to the terms and conditions set forth in each side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, or in a side letter agreement signed by both parties. 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 XIII

TERMINATION

This MOU shall be in full force and effect from **June 25, 2018** through **December 20, 2020**, subject to the Sections (A., B. and C.) below.

A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through **December 20, 2020**.

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, which item shall be specified in writing.

C. During the life of this MOU, either party may refuse such request without explanation if the item is directly related to or is an item directly considered herein, or if the specific item was included in a written proposal of the party making the request during the meet and confer process which led to this MOU. It is agreed by the parties that the City may request to meet and confer on amendments to this Article during the life of this MOU. Further, the parties agree that, if no agreement is reached on amendments to this Article, neither party may take action on such amendment(s) without the consent of the other party. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes, or City AO, policies and procedures referred to or cited in this MOU, and which affect the implementation of this MOU, in which case the request to meet and confer shall not be refused.

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

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:

_____
TONY SILVA
Labor Representative

_____
SAM FRANK
FCEA President

_____
DEE BARNES
FCEA Past President

_____
MARIBEL ESCARENO
FCEA Past President

_____
SUSAN MILLER
FCEA Secretary

FOR THE CITY OF FRESNO:

_____
KENNETH G. PHILLIPS
Labor Relations Manager

_____
STEPHANIE MARTINEZ
Management Analyst

_____
STEPHANIE HOOVER
Payroll Accountant

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Assistant City Attorney

SALARY TABLES

TABLE I Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 25, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Account Clerk I	2623	2742	2866	3000	3141
Account Clerk II	2866	3000	3141	3283	3435
Accountant-Auditor I	3857	4033	4220	4425	4633
Accountant-Auditor II	4466	4672	4900	5133	5376
Accounting Technician	3435	3597	3766	3940	4127
Administrative Clerk I	2434	2547	2660	2783	2910
Administrative Clerk II	2660	2783	2910	3045	3187
Airports Operations Officer	3837	4023	4220	4426	4640
Airports Property Specialist I	4545	4764	4991	5226	5479
Airports Property Specialist II	5267	5519	5785	6059	6353
Associate Electrical Safety Consultant I	5079	5320	5576	5839	6121
Associate Electrical Safety Consultant II	5320	5576	5839	6121	6417
Associate Environmental & Safety Consultant I	5079	5320	5576	5839	6121
Associate Environmental & Safety Consultant II	5320	5576	5839	6121	6417
Associate Plumbing & Mechanical Consultant I	5079	5320	5576	5839	6121
Associate Plumbing & Mechanical Consultant II	5320	5576	5839	6121	6417
Billing System Specialist	3425	3586	3755	3925	4109
Budget Technician	3489	3651	3823	4002	4192
Building Inspector I	4848	5079	5320	5576	5839
Building Inspector II	5079	5320	5576	5839	6121
Building Inspector III	5320	5576	5839	6121	6417

TABLE I Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 25, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Call Center Representative I	2866	3000	3147	3283	3435
Call Center Representative II	3141	3283	3435	3597	3766
Central Printing Clerk	2660	2783	2910	3045	3187
City Records Specialist	3489	3651	3823	4002	4192
Commercial Building Inspector	5079	5320	5576	5839	6121
Community Recreation Assistant	2896	3026	3152	3278	3423
Community Revitalization Specialist	4731	4959	5198	5481	5710
Community Revitalization Technician	3291	3444	3604	3775	3953
Community Services Officer I	3008	3146	3291	3444	3604
Community Services Officer II	3291	3444	3604	3775	3953
Computer Systems Specialist I	4145	4338	4544	4762	4988
Computer Systems Specialist II	4870	5100	5345	5600	5871
Computer Systems Specialist III	5460	5721	5998	6284	6589
Construction Compliance Specialist	4057	4242	4444	4656	4874
Crime Scene Technician I	3882	4064	4255	4458	4670
Crime Scene Technician II	4255	4458	4670	4891	5127
Crime Specialist	4870	5100	5345	5600	5871
Customer Services Clerk I	2623	2742	2866	3000	3141
Customer Services Clerk II	2866	3000	3141	3283	3435
Deputy City Clerk	3045	3187	3334	3489	3651
Development Services Coordinator	4724	4983	5225	5475	5737
Digital Forensics Analyst	6256	6569	6897	7241	7603
Emergency Services Dispatcher I	3549	3692	3845	4022	4191
Emergency Services Dispatcher II	3801	3981	4171	4368	4568
Emergency Services Dispatcher III	4249	4444	4660	4875	5106

TABLE I Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 25, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Engineer I	4614	4830	5058	5302	5546
Engineer II	5339	5584	5852	6128	6436
Engineering Aide I	3037	3171	3317	3471	3636
Engineering Aide II	3488	3651	3816	3994	4188
Engineering Inspector I	4500	4729	4942	5175	5426
Engineering Inspector II	4918	5150	5398	5656	5927
Engineering Technician I	3567	3734	3914	4089	4281
Engineering Technician II	3994	4188	4382	4586	4806
Environmental Control Officer	4441	4653	4868	5100	5341
Facilities Construction Specialist	4656	4873	5106	5348	5605
Fire Prevention Inspector I	4115	4308	4504	4724	4950
Fire Prevention Inspector II	4743	4959	5198	5452	5710
Fleet Operations Specialist	4312	4513	4730	4953	5191
Geographic Information System (GIS) Specialist	5460	5721	5998	6284	6589
Graphics Technician	3746	3927	4119	4318	4529
Helicopter Pilot	5706	5984	6279	6586	6910
Housing Rehabilitation Specialist	4623	4848	5087	5336	5596
Industrial/Commercial Water Conservation Representative	4441	4653	4868	5100	5341
Inorganic Chemist	4503	4720	4944	5180	5427
Laboratory Assistant	3122	3270	3421	3581	3748
Laboratory Technician I	3748	3924	4109	4301	4503
Laboratory Technician II	4109	4301	4503	4720	4944
Landscape Water Conservation Specialist	4339	4545	4763	4989	5225

TABLE I Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 25, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Law Office Assistant	3702	3881	4071	4269	4476
Network Systems Specialist	5460	5721	5998	6284	6589
PAR Program Specialist	3291	3444	3604	3775	3953
Paratransit Specialist	3425	3586	3755	3925	4109
Parking Controller I	2575	2680	2792	2902	3026
Parking Controller II	2799	2917	3037	3160	3305
Parking Controller III	3037	3160	3305	3438	3587
Phlebotomist	3122	3270	3421	3581	3748
Planner I	4038	4221	4423	4635	4857
Planner II	4724	4983	5225	5475	5737
Plans and Permit Technician	4115	4308	4504	4724	4950
Plans Examiner	4743	4959	5198	5452	5710
Police Data Transcriptionist	3187	3334	3489	3651	3823
Principal Account Clerk	3435	3597	3766	3940	4127
Procurement Specialist	4398	4607	4825	5054	5297
Program Compliance Officer	3760	3945	4137	4339	4551
Programmer/Analyst I	4145	4338	4544	4762	4988
Programmer/Analyst II	4870	5100	5345	5600	5871
Programmer/Analyst III	5460	5721	5998	6284	6589
Programmer/Analyst IV	5851	6136	6433	6740	7065
Property & Evidence Technician	3615	3784	3962	4150	4344
Radio Dispatcher	3045	3182	3315	3461	3603
Rangemaster/Armorer	4458	4670	4891	5127	5370
Real Estate Finance Specialist I	3684	3857	4033	4225	4425
Real Estate Finance Specialist II	4195	4394	4603	4820	5049

TABLE I Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 25, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Recreation Specialist	3503	3665	3837	4018	4206
Retirement Counselor I	3435	3597	3766	3942	4127
Retirement Counselor II	3766	3942	4127	4322	4528
Safety and Training Specialist	4109	4309	4521	4742	4974
Secretary	3187	3334	3489	3651	3823
Senior Account Clerk	3141	3283	3435	3597	3766
Senior Administrative Clerk	2910	3045	3187	3334	3489
Senior Call Center Representative	3563	3734	3915	4105	4305
Senior Commercial Building Inspector	5320	5576	5839	6121	6417
Senior Community Revitalization Specialist	5304	5553	5812	6093	6389
Senior Community Services Officer	3531	3695	3868	4048	4241
Senior Crime Scene Technician	4458	4670	4891	5127	5370
Senior Customer Services Clerk	3141	3283	3435	3597	3766
Senior Deputy City Clerk	3489	3651	3823	4002	4192
Senior Engineering Technician	4614	4830	5058	5302	5546
Senior Fire Prevention Inspector	5304	5553	5812	6093	6389
Senior Laboratory Technician	4503	4720	4944	5180	5427
Senior Network Systems Specialist	5851	6136	6433	6740	7065
Senior Plans Examiner	5304	5553	5812	6093	6389
Senior Procurement Specialist	4825	5054	5297	5550	5813
Senior Property & Evidence Technician	3962	4150	4344	4548	4767
Senior Records Clerk	3045	3187	3334	3489	3651
Senior Secretary	3489	3651	3823	4002	4192

TABLE I Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 25, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Senior Storeskeeper	3615	3784	3962	4150	4344
Senior Utility Service Representative	3665	3837	4018	4206	4408
Senior Water Systems Telemetry & Distributed Control Specialist	5851	6136	6384	6740	7065
Staff Assistant	3425	3586	3755	3925	4109
Storeskeeper	3300	3455	3615	3784	3962
Survey Party Technician	3994	4188	4382	4586	4806
Tax/Permit Inspector	4113	4307	4503	4724	4949
Traffic Signal Operations Specialist	5460	5721	5998	6284	6589
Transit Scheduler	5460	5721	5998	6284	6589
Tree Program Specialist	4339	4545	4763	4989	5225
Utility Service Representative I	3057	3197	3344	3502	3665
Utility Service Representative II	3344	3502	3665	3837	4018
Wastewater Reclamation Coordinator	4545	4764	4991	5226	5479
Water Conservation Representative	3290	3444	3604	3774	3952
Water Systems Telemetry & Distributed Control Specialist	4870	5100	5345	5600	5871

TABLE II Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective September 3, 2018					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Emergency Services Dispatcher I	3638	3785	3942	4123	4296
Emergency Services Dispatcher II	3897	4081	4276	4478	4683
Emergency Services Dispatcher III	4356	4556	4777	4997	5234

TABLE III Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 24, 2019					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Account Clerk I	2689	2811	2938	3075	3220
Account Clerk II	2938	3075	3220	3366	3521
Accountant-Auditor I	3954	4134	4326	4536	4749
Accountant-Auditor II	4578	4789	5023	5262	5511
Accounting Technician	3521	3687	3861	4039	4231
Administrative Clerk I	2495	2611	2727	2853	2983
Administrative Clerk II	2727	2853	2983	3122	3267
Airports Operations Officer	3933	4124	4326	4537	4756
Airports Property Specialist I	4659	4884	5116	5357	5616
Airports Property Specialist II	5399	5657	5930	6211	6512
Associate Electrical Safety Consultant I	5206	5453	5716	5985	6275
Associate Electrical Safety Consultant II	5453	5716	5985	6275	6578
Associate Environmental & Safety Consultant I	5206	5453	5716	5985	6275
Associate Environmental & Safety Consultant II	5453	5716	5985	6275	6578
Associate Plumbing & Mechanical Consultant I	5206	5453	5716	5985	6275
Associate Plumbing & Mechanical Consultant II	5453	5716	5985	6275	6578
Billing System Specialist	3511	3676	3849	4024	4212
Budget Technician	3577	3743	3919	4103	4297
Building Inspector I	4970	5206	5453	5716	5985
Building Inspector II	5206	5453	5716	5985	6275
Building Inspector III	5453	5716	5985	6275	6578

TABLE III Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 24, 2019					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Call Center Representative I	2938	3075	3226	3366	3521
Call Center Representative II	3220	3366	3521	3687	3861
Central Printing Clerk	2727	2853	2983	3122	3267
City Records Specialist	3577	3743	3919	4103	4297
Commercial Building Inspector	5206	5453	5716	5985	6275
Community Recreation Assistant	2969	3102	3231	3360	3509
Community Revitalization Specialist	4850	5083	5328	5619	5853
Community Revitalization Technician	3374	3531	3695	3870	4052
Community Services Officer I	3084	3225	3374	3531	3695
Community Services Officer II	3374	3531	3695	3870	4052
Computer Systems Specialist I	4249	4447	4658	4882	5113
Computer Systems Specialist II	4992	5228	5479	5740	6018
Computer Systems Specialist III	5597	5865	6148	6442	6754
Construction Compliance Specialist	4159	4349	4556	4773	4996
Crime Scene Technician I	3980	4166	4362	4570	4787
Crime Scene Technician II	4362	4570	4787	5014	5256
Crime Specialist	4992	5228	5479	5740	6018
Customer Services Clerk I	2689	2811	2938	3075	3220
Customer Services Clerk II	2938	3075	3220	3366	3521
Deputy City Clerk	3122	3267	3418	3577	3743
Development Services Coordinator	4843	5108	5356	5612	5881
Digital Forensics Analyst	6413	6734	7070	7423	7794
Emergency Services Dispatcher I	3729	3880	4041	4227	4404
Emergency Services Dispatcher II	3995	4184	4383	4590	4801
Emergency Services Dispatcher III	4465	4670	4897	5122	5365

TABLE III Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 24, 2019					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Engineer I	4730	4951	5185	5435	5685
Engineer II	5473	5724	5999	6282	6597
Engineering Aide I	3113	3251	3400	3558	3727
Engineering Aide II	3576	3743	3912	4094	4293
Engineering Inspector I	4613	4848	5066	5305	5562
Engineering Inspector II	5041	5279	5533	5798	6076
Engineering Technician I	3657	3828	4012	4192	4389
Engineering Technician II	4094	4293	4492	4701	4927
Environmental Control Officer	4553	4770	4990	5228	5475
Facilities Construction Specialist	4773	4995	5234	5482	5746
Fire Prevention Inspector I	4218	4416	4617	4843	5074
Fire Prevention Inspector II	4862	5083	5328	5589	5853
Fleet Operations Specialist	4420	4626	4849	5077	5321
Geographic Information System (GIS) Specialist	5597	5865	6148	6442	6754
Graphics Technician	3840	4026	4222	4426	4643
Helicopter Pilot	5849	6134	6436	6751	7083
Housing Rehabilitation Specialist	4739	4970	5215	5470	5736
Industrial/Commercial Water Conservation Representative	4553	4770	4990	5228	5475
Inorganic Chemist	4616	4838	5068	5310	5563
Laboratory Assistant	3201	3352	3507	3671	3842
Laboratory Technician I	3842	4023	4212	4409	4616
Laboratory Technician II	4212	4409	4616	4838	5068
Landscape Water Conservation Specialist	4448	4659	4883	5114	5356

TABLE III Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 24, 2019					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Law Office Assistant	3795	3979	4173	4376	4588
Network Systems Specialist	5597	5865	6148	6442	6754
PAR Program Specialist	3374	3531	3695	3870	4052
Paratransit Specialist	3511	3676	3849	4024	4212
Parking Controller I	2640	2747	2862	2975	3102
Parking Controller II	2869	2990	3113	3239	3388
Parking Controller III	3113	3239	3388	3524	3677
Phlebotomist	3201	3352	3507	3671	3842
Planner I	4139	4327	4534	4751	4979
Planner II	4843	5108	5356	5612	5881
Plans and Permit Technician	4218	4416	4617	4843	5074
Plans Examiner	4862	5083	5328	5589	5853
Police Data Transcriptionist	3267	3418	3577	3743	3919
Principal Account Clerk	3521	3687	3861	4039	4231
Procurement Specialist	4508	4723	4946	5181	5430
Program Compliance Officer	3854	4044	4241	4448	4665
Programmer/Analyst I	4249	4447	4658	4882	5113
Programmer/Analyst II	4992	5228	5479	5740	6018
Programmer/Analyst III	5597	5865	6148	6442	6754
Programmer/Analyst IV	5998	6290	6594	6909	7242
Property & Evidence Technician	3706	3879	4062	4254	4453
Radio Dispatcher	3122	3262	3398	3548	3694
Rangemaster/Armorer	4570	4787	5014	5256	5505
Real Estate Finance Specialist I	3777	3954	4134	4331	4536
Real Estate Finance Specialist II	4300	4504	4719	4941	5176

TABLE III Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 24, 2019					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Recreation Specialist	3591	3757	3933	4119	4312
Retirement Counselor I	3521	3687	3861	4041	4231
Retirement Counselor II	3861	4041	4231	4431	4642
Safety and Training Specialist	4212	4417	4635	4861	5099
Secretary	3267	3418	3577	3743	3919
Senior Account Clerk	3220	3366	3521	3687	3861
Senior Administrative Clerk	2983	3122	3267	3418	3577
Senior Call Center Representative	3653	3828	4013	4208	4413
Senior Commercial Building Inspector	5453	5716	5985	6275	6578
Senior Community Revitalization Specialist	5437	5692	5958	6246	6549
Senior Community Services Officer	3620	3788	3965	4150	4348
Senior Crime Scene Technician	4570	4787	5014	5256	5505
Senior Customer Services Clerk	3220	3366	3521	3687	3861
Senior Deputy City Clerk	3577	3743	3919	4103	4297
Senior Engineering Technician	4730	4951	5185	5435	5685
Senior Fire Prevention Inspector	5437	5692	5958	6246	6549
Senior Laboratory Technician	4616	4838	5068	5310	5563
Senior Network Systems Specialist	5998	6290	6594	6909	7242
Senior Plans Examiner	5437	5692	5958	6246	6549
Senior Procurement Specialist	4946	5181	5430	5689	5959
Senior Property & Evidence Technician	4062	4254	4453	4662	4887
Senior Records Clerk	3122	3267	3418	3577	3743
Senior Secretary	3577	3743	3919	4103	4297

TABLE III Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 24, 2019					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Senior Storeskeeper	3706	3879	4062	4254	4453
Senior Utility Service Representative	3757	3933	4119	4312	4519
Senior Water Systems Telemetry & Distributed Control Specialist	5998	6290	6544	6909	7242
Staff Assistant	3511	3676	3849	4024	4212
Storeskeeper	3383	3542	3706	3879	4062
Survey Party Technician	4094	4293	4492	4701	4927
Tax/Permit Inspector	4216	4415	4616	4843	5073
Traffic Signal Operations Specialist	5597	5865	6148	6442	6754
Transit Scheduler	5597	5865	6148	6442	6754
Tree Program Specialist	4448	4659	4883	5114	5356
Utility Service Representative I	3134	3277	3428	3590	3757
Utility Service Representative II	3428	3590	3757	3933	4119
Wastewater Reclamation Coordinator	4659	4884	5116	5357	5616
Water Conservation Representative	3373	3531	3695	3869	4051
Water Systems Telemetry & Distributed Control Specialist	4992	5228	5479	5740	6018

TABLE IV Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 22, 2020					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Account Clerk I	2757	2882	3012	3152	3301
Account Clerk II	3012	3152	3301	3451	3610
Accountant-Auditor I	4053	4238	4435	4650	4868
Accountant-Auditor II	4693	4909	5149	5394	5649
Accounting Technician	3610	3780	3958	4140	4337
Administrative Clerk I	2558	2677	2796	2925	3058
Administrative Clerk II	2796	2925	3058	3201	3349
Airports Operations Officer	4032	4228	4435	4651	4875
Airports Property Specialist I	4776	5007	5244	5491	5757
Airports Property Specialist II	5534	5799	6079	6367	6675
Associate Electrical Safety Consultant I	5337	5590	5859	6135	6432
Associate Electrical Safety Consultant II	5590	5859	6135	6432	6743
Associate Environmental & Safety Consultant I	5337	5590	5859	6135	6432
Associate Environmental & Safety Consultant II	5590	5859	6135	6432	6743
Associate Plumbing & Mechanical Consultant I	5337	5590	5859	6135	6432
Associate Plumbing & Mechanical Consultant II	5590	5859	6135	6432	6743
Billing System Specialist	3599	3768	3946	4125	4318
Budget Technician	3667	3837	4017	4206	4405
Building Inspector I	5095	5337	5590	5859	6135
Building Inspector II	5337	5590	5859	6135	6432
Building Inspector III	5590	5859	6135	6432	6743

TABLE IV Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 22, 2020					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Call Center Representative I	3012	3152	3307	3451	3610
Call Center Representative II	3301	3451	3610	3780	3958
Central Printing Clerk	2796	2925	3058	3201	3349
City Records Specialist	3667	3837	4017	4206	4405
Commercial Building Inspector	5337	5590	5859	6135	6432
Community Recreation Assistant	3044	3180	3312	3444	3597
Community Revitalization Specialist	4972	5211	5462	5760	6000
Community Revitalization Technician	3459	3620	3788	3967	4154
Community Services Officer I	3162	3306	3459	3620	3788
Community Services Officer II	3459	3620	3788	3967	4154
Computer Systems Specialist I	4356	4559	4775	5005	5241
Computer Systems Specialist II	5117	5359	5616	5884	6169
Computer Systems Specialist III	5737	6012	6302	6604	6923
Construction Compliance Specialist	4263	4458	4670	4893	5121
Crime Scene Technician I	4080	4271	4472	4685	4907
Crime Scene Technician II	4472	4685	4907	5140	5388
Crime Specialist	5117	5359	5616	5884	6169
Customer Services Clerk I	2757	2882	3012	3152	3301
Customer Services Clerk II	3012	3152	3301	3451	3610
Deputy City Clerk	3201	3349	3504	3667	3837
Development Services Coordinator	4965	5236	5490	5753	6029
Digital Forensics Analyst	6574	6903	7247	7609	7989
Emergency Services Dispatcher I	3823	3977	4143	4333	4515
Emergency Services Dispatcher II	4095	4289	4493	4705	4922
Emergency Services Dispatcher III	4577	4787	5020	5251	5500

TABLE IV Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 22, 2020					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Engineer I	4849	5075	5315	5571	5828
Engineer II	5610	5868	6149	6440	6762
Engineering Aide I	3191	3333	3485	3647	3821
Engineering Aide II	3666	3837	4010	4197	4401
Engineering Inspector I	4729	4970	5193	5438	5702
Engineering Inspector II	5168	5411	5672	5943	6228
Engineering Technician I	3749	3924	4113	4297	4499
Engineering Technician II	4197	4401	4605	4819	5051
Environmental Control Officer	4667	4890	5115	5359	5612
Facilities Construction Specialist	4893	5120	5365	5620	5890
Fire Prevention Inspector I	4324	4527	4733	4965	5201
Fire Prevention Inspector II	4984	5211	5462	5729	6000
Fleet Operations Specialist	4531	4742	4971	5204	5455
Geographic Information System (GIS) Specialist	5737	6012	6302	6604	6923
Graphics Technician	3936	4127	4328	4537	4760
Helicopter Pilot	5996	6288	6597	6920	7261
Housing Rehabilitation Specialist	4858	5095	5346	5607	5880
Industrial/Commercial Water Conservation Representative	4667	4890	5115	5359	5612
Inorganic Chemist	4732	4959	5195	5443	5703
Laboratory Assistant	3282	3436	3595	3763	3939
Laboratory Technician I	3939	4124	4318	4520	4732
Laboratory Technician II	4318	4520	4732	4959	5195
Landscape Water Conservation Specialist	4560	4776	5006	5242	5490

TABLE IV Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 22, 2020					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Law Office Assistant	3890	4079	4278	4486	4703
Network Systems Specialist	5737	6012	6302	6604	6923
PAR Program Specialist	3459	3620	3788	3967	4154
Paratransit Specialist	3599	3768	3946	4125	4318
Parking Controller I	2706	2816	2934	3050	3180
Parking Controller II	2941	3065	3191	3320	3473
Parking Controller III	3191	3320	3473	3613	3769
Phlebotomist	3282	3436	3595	3763	3939
Planner I	4243	4436	4648	4870	5104
Planner II	4965	5236	5490	5753	6029
Plans and Permit Technician	4324	4527	4733	4965	5201
Plans Examiner	4984	5211	5462	5729	6000
Police Data Transcriptionist	3349	3504	3667	3837	4017
Principal Account Clerk	3610	3780	3958	4140	4337
Procurement Specialist	4621	4842	5070	5311	5566
Program Compliance Officer	3951	4146	4348	4560	4782
Programmer/Analyst I	4356	4559	4775	5005	5241
Programmer/Analyst II	5117	5359	5616	5884	6169
Programmer/Analyst III	5737	6012	6302	6604	6923
Programmer/Analyst IV	6148	6448	6759	7082	7424
Property & Evidence Technician	3799	3976	4164	4361	4565
Radio Dispatcher	3201	3344	3483	3637	3787
Rangemaster/Armorer	4685	4907	5140	5388	5643
Real Estate Finance Specialist I	3872	4053	4238	4440	4650
Real Estate Finance Specialist II	4408	4617	4837	5065	5306

TABLE IV Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 22, 2020					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Recreation Specialist	3681	3851	4032	4222	4420
Retirement Counselor I	3610	3780	3958	4143	4337
Retirement Counselor II	3958	4143	4337	4542	4759
Safety and Training Specialist	4318	4528	4751	4983	5227
Secretary	3349	3504	3667	3837	4017
Senior Account Clerk	3301	3451	3610	3780	3958
Senior Administrative Clerk	3058	3201	3349	3504	3667
Senior Call Center Representative	3745	3924	4114	4314	4524
Senior Commercial Building Inspector	5590	5859	6135	6432	6743
Senior Community Revitalization Specialist	5573	5835	6107	6403	6713
Senior Community Services Officer	3711	3883	4065	4254	4457
Senior Crime Scene Technician	4685	4907	5140	5388	5643
Senior Customer Services Clerk	3301	3451	3610	3780	3958
Senior Deputy City Clerk	3667	3837	4017	4206	4405
Senior Engineering Technician	4849	5075	5315	5571	5828
Senior Fire Prevention Inspector	5573	5835	6107	6403	6713
Senior Laboratory Technician	4732	4959	5195	5443	5703
Senior Network Systems Specialist	6148	6448	6759	7082	7424
Senior Plans Examiner	5573	5835	6107	6403	6713
Senior Procurement Specialist	5070	5311	5566	5832	6108
Senior Property & Evidence Technician	4164	4361	4565	4779	5010
Senior Records Clerk	3201	3349	3504	3667	3837
Senior Secretary	3667	3837	4017	4206	4405

TABLE IV Unit 3 – Non-Supervisory White Collar (FCEA) Salaries Effective June 22, 2020					
CLASS TITLE	**A**	**B**	**C**	**D**	**E**
Senior Storeskeeper	3799	3976	4164	4361	4565
Senior Utility Service Representative	3851	4032	4222	4420	4632
Senior Water Systems Telemetry & Distributed Control Specialist	6148	6448	6708	7082	7424
Staff Assistant	3599	3768	3946	4125	4318
Storeskeeper	3468	3631	3799	3976	4164
Survey Party Technician	4197	4401	4605	4819	5051
Tax/Permit Inspector	4322	4526	4732	4965	5200
Traffic Signal Operations Specialist	5737	6012	6302	6604	6923
Transit Scheduler	5737	6012	6302	6604	6923
Tree Program Specialist	4560	4776	5006	5242	5490
Utility Service Representative I	3213	3359	3514	3680	3851
Utility Service Representative II	3514	3680	3851	4032	4222
Wastewater Reclamation Coordinator	4776	5007	5244	5491	5757
Water Conservation Representative	3458	3620	3788	3966	4153
Water Systems Telemetry & Distributed Control Specialist	5117	5359	5616	5884	6169

FCEA LEAVE OF ABSENCE POLICY * * *Addendum I

GENERAL PROVISIONS

Employees shall complete an Employee Request for Leave of Absence Form no less than 48 hours in advance of the leave. Such leaves shall be approved by the employee's supervisor or departmental designee with due regard to the needs of the City and the desire of the employee. Emergency leaves or leaves that result from injury or illness that could not have been reasonably anticipated or predicted shall constitute an exception to the procedure mandating prior notice of the need for leave.

SICK LEAVE *and Special LEAVE* [for absences other than FMLA/CFRA related]

1. Members of this Unit shall not be subject to the provisions of Administrative Orders (AO) 2-19, 2-19.1 or 2-20, however,

    a. Sick Leave and Special Leave shall be administered in accordance with the provisions of FMC Section 3-107.

    b. The use of Sick Leave and Special Leave is a benefit provided to the employee under FMC Section 3-107 and therefore is a privilege and not a right. It is the employee's responsibility to ensure observance of the provisions of FMC Section 3-107.

    c. Sick Leave shall be administered in accordance with the provisions of FMC Section 3-107, Sick Leave and Special Leave. Sick Leave shall be accumulated at the rate of one working day for each completed calendar month of employment. Sick Leave shall accumulate during the probationary period but may not be used until the employee has completed ninety days of employment.

    d. All other applicable provisions of the FMC shall apply.

2. The following requirements shall apply to the use of Sick Leave:

    a. A supervisor may require a physician's verification of illness for any employee who is absent from work for more than five (5) working days. Departments/Divisions may establish practices requiring employees to present medical verification regarding the employee's ability to resume work after a medical absence.

    b. Employee sick leave absences which exceed fifteen (15) calendar days shall require the employee to provide a physician's statement to their department no later than three (3) calendar days following the 15-day period. The physician's statement shall verify the employee's inability to

work, the estimated period of further anticipated disability, and include a description of the employee's limitations or restrictions which may be necessary for the Department/Division to consider reasonable accommodation. If the length of absence exceeds the stated estimated period of disability, a new physician's statement must be provided to the department within three (3) calendar days following the expiration of the original estimated date of return.

c. If eligible, an employee must use accumulated Sick Leave before leave without pay for illness will be granted.

d. In the event of a work stoppage in the form of a sick out as identified by the City Manager, it shall be the policy and procedure of all supervisors to require a physician's verification of all employees who claim to be ill or injured and request such leave. The City shall retain the discretion to allow or disallow paid Sick Leave and may request the employee to be examined by a physician of the City's choosing. The physician's verification shall identify the name and address of the doctor, the period(s) of employee incapacity to work, and the date(s) examined by the physician.

SPECIAL SICK LEAVE

1. Where Special Leave charged against Sick Leave accumulation is used during the hospitalization of a member of the immediate family, as outlined in FMC Section 3-107(d), verification by the attending physician that the member's presence was required shall be presented to the Department/Division immediately upon return to work by the employee.

f. It is the department/division's responsibility to ensure the implementation of FMC Section 3-107, and to take appropriate action when necessary as set forth in AO 2-14.

VACATION LEAVE

1. Vacation shall be accumulated and administered in accordance with FMC Section 3-108. The use of vacation is discretionary and must be approved by the appointing authority, or their designee, prior to the taking of the leave. Vacation Leave shall be approved by the employee's supervisor or designated representative with due regard to the needs of the City and the desire of the employee. Emergency leaves or leaves that result from injury or illness that could not have been reasonably anticipated or predicted shall constitute an exception to the procedure mandating prior notice of the need for leave.

2. Employees who have an accumulated vacation balance, but have been denied the use of such leave by the appointing authority or designee, may be subject to Leave without Pay unless other leaves are available and approved.

MILITARY LEAVE

1. Section 3-111 of the Fresno Municipal Code states that every employee shall be entitled to military leave of absence as provided for in the Military and Veterans Code of California, Division 2, Part 1, Chapter 7.

2. The following requirements apply to military leave:

   a. A completed City of Fresno "Request for Leave of Absence" form shall be submitted to, and signed by, the department director.

   b. Formal active duty orders shall be attached to the form. Formal orders are those orders directed to the employee that state type of duty, reporting date, length of duty, duty station, and permanent order numbers, and that bear an authorized signature.

   c. A military memorandum addressed "To Whom It May Concern" and signed by or for the commander, will allow an employee to commence military leave. However formal orders must be submitted within thirty days (30) after such leave is taken. Failure to so submit formal orders shall cause such leave to be converted to vacation leave, or to be taken without pay, unless extenuating circumstances cause the formal orders to be unavailable within the 30-day limit, and an explanatory letter signed by or for the commander is submitted to, and approved by the City Manager.

3. Ongoing resolutions provide continuing Salary Differential to City employees on active duty as a result of the ongoing Middle Eastern conflict. The employee is eligible to receive the difference between his/her City salary and Military pay as well as the continuation of Health and Welfare benefits upon submission of military orders and military pay statements.

4. For purposes of determining a public employee's right to a paid military leave of absence, all prior military service will be counted as public agency service when calculating if the employee has been employed by the public agency for a minimum of one year at the time of taking the military leave. To provide documentation regarding this prior service, the employee must submit a Form DD 214, Certificate of Release or Discharge from Active Duty showing the dates of prior service.

5. Employees returning from active military leave will be allowed to commence a Leave without Pay for a period of time as specified by the Military and Veterans Code before resuming City employment.

LEAVE OF ABSENCE WITHOUT PAY

Department directors are authorized to grant leave of absence without pay for periods of ten consecutive working days or less. Leave of absence without pay is otherwise administered in accordance with Section 3-104 of the Fresno Municipal Code. Employees exempt from overtime shall not be subject to deductions of Leave without Pay in increments of less than a work day or shift. Employees with medical restrictions may be placed on a part-time basis and will receive the pro-rated salary during the time of restriction.

OTHER TYPES OF LEAVES

All other types of leaves not specifically mentioned above will be administered according to the appropriate section under Article 1 of the Fresno Municipal Code, or pursuant to applicable provisions within the MOU.

UNAUTHORIZED ABSENCE AS RESIGNATION

In accordance with Fresno Municipal Code Section 3-115, an employee who, without prior authorization, is absent or fails to discharge * * * **their** regularly assigned duty for three consecutive days, or two shifts in the case of a member of the City fire-fighting force, shall be deemed to have resigned effective as of the end of the day on which he last performed any of the duties of the position. The employee shall not be deemed to have so resigned if he renews the performance of * * * **their** regularly assigned duties at the commencement of * * * **their** next regular working day or on-duty shift following the expiration of the aforementioned period of absence or failure to discharge duties. Upon written request of the employee, the appointing authority may reinstate the employee upon finding there is good cause for absence or failure to perform duties, such as bona fide illness, injury, or circumstances beyond the control of the employee, and that the employee is ready and able to resume discharge of * * * **their** duties.

FCEA ATTENDANCE POLICY - Addendum II

POLICY

A primary requirement for continued employment is regular and timely attendance. While the City recognizes some absences and tardiness may be unavoidable, City departments and the employees have an obligation to the public that demands regular and prompt attendance.

Although it is recognized that excessive absenteeism and tardiness is a proper reason for corrective action, it is the policy of the City to identify problem areas by keeping proper records, exploring avenues of available assistance, and encouraging compliance with attendance standards.

Statutorily protected leaves are outside the scope of this Attendance Policy.

It is the employee's responsibility to observe the established rules and regulations in relation to attendance.

It is a supervisor's responsibility to ensure the implementation of Administrative Order 2-14 (AO), Guide to Corrective Action, and the applicable provisions of the Fresno Municipal Code (FMC) and to take appropriate action when necessary.

DEFINITIONS AND PROCEDURES

1. An approved leave is defined as scheduled leave time prearranged, approved, and authorized. An approved leave must be documented by a Request for Leave of Absence Form submitted prior to commencement of the leave and signed by the employee and appropriate appointing authority.

2. An employee's use of Sick and Special Leave shall be administered pursuant to "FCEA Leave of Absence Policy", Addendum I.

3. A tardy is defined as any failure to show up for work at the scheduled time. If you are going to be late for work, you must call your supervisor or their designated representative as soon as possible. Excessive tardiness for purposes of this shall be defined as three (3) or more tardies within a one-month period.

4. Absence without leave is defined as any employee who does not report to work in person or by telephone pursuant to the applicable provisions of the Fresno Municipal Code.

5. The City reserves the right to require an employee to report to work for the balance of the day on which tardiness occurs. Failure by the employee to report to work or remain at work for the balance of the day as directed by a supervisor

or their designated representative, may be cause for corrective action, which may result in disciplinary action.

DISCIPLINE LEVELS

1. Unauthorized absenteeism and excessive tardiness may subject an employee to corrective action as outlined in AO 2-14, which may result in disciplinary action.

2. Any employee who does not report to work in person or by telephone will be considered absent without leave, and subject to corrective action as outlined in AO 2-14, which may result in disciplinary action.

Agreement
Between
City of Fresno
And
Fresno City Employees Association

Community Revitalization Specialist/Senior Community Revitalization Specialist

The City of Fresno (City) and the Fresno City Employees Association (FCEA) agree that the classifications of Community Revitalization Specialist and Senior Community Revitalization Specialist are newly created classifications and that they are being appropriately filled by current City employees. As newly created classifications, no current or past employees have rights to a position in these classifications.

Probationary Period

Employees who are placed in the classifications of Community Revitalization Specialist and Senior Community Revitalization Specialist effective April 28, 2011 will serve a probationary period of six months. If any of the employees transferred into these classifications as of April 28, 2011 are to be released from probation, the employees will first be provided with a written notice of intent and an opportunity for a review of that notice of intent with the department director or the director's designee. Should the review of the notice result in a confirmation of the release from probation, the employee shall have an opportunity to file a written appeal of the probationary release to the City Manager within five working days of receipt of the written release. The City Manager's decision shall be final. This process does not set precedent and shall not apply to any other employees who are hired into these classifications. The probationary period for any other employee hired into these classifications will be 12 months.

Seniority for the Purposes of Layoff

As all employees placed into the classifications of Community Revitalization Specialist and Senior Community Revitalization Specialist effective April 28, 2011 will have the same hire date, the City and FCEA agree that seniority for the purposes of layoff for these employees will be determined by the total number of continuous years of permanent City service. Should there continue to be a tie, the determination will be made by chance in a manner agreed to by the parties. This determination of seniority does not set precedent and shall not apply to other employees hired into these classifications.

This agreement does not set precedent and is effective April 28, 2011.

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:

Signature on File
KIM GILLINGHAM
FCEA Labor Representative

FOR THE CITY OF FRESNO:

Signature on File
KENNETH G. PHILLIPS
Labor Relations Manager

_____***Signature on File***_____
DEE BARNES
FCEA President

Date: ____***May 10, 2011***_____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____***Signature on File***_____
Deputy City Attorney

Side Letter of Agreement
Between
City of Fresno
And
Fresno City Employees Association (FCEA)

Emergency Services Dispatcher II/III Lateral Hire Incentives

The City of Fresno and the Fresno City Employees Association (FCEA), representing Unit 3, have met and conferred, and have agreed to renew the following incentive plan for Fiscal Year **2021**:

- To be eligible for the below hiring incentives, a qualified lateral Emergency Services Dispatcher ("ESD") II/III candidate ("Eligible Lateral Hire") must, at the time of filing the employment application: (1) be currently working for another law enforcement agency in a classification equivalent to an Emergency Services Dispatcher II with the City of Fresno Police Department; and (2) have a minimum of two years equivalent experience immediately prior to hire. Lateral ESD hires with prior full-time Fresno Police Department experience are not eligible under the terms of this Agreement unless they have a minimum of two years separation from the Fresno Police Department as a permanent full-time ESD and have met the requirements described above for Eligible Lateral Hires, in which case they will be deemed an Eligible Lateral Hire for purposes of this hiring incentive plan.

- Upon hire, an Eligible Lateral Hire will be provided with forty (40) hours of vacation time into their vacation leave bank and forty (40) hours of sick leave time into their sick leave bank, to be used as outlined in the FCEA MOU and City policy. The 40 hours of vacation and sick leave provided at the time of hire are immediately available for use.

- Upon hire and commencement of work as an ESD II or III with the Fresno Police Department, an Eligible Lateral Hire from another law enforcement agency will receive a one thousand dollar ($1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.

- Upon successful completion of the ESD training program, as determined by Police Administration, the Eligible Lateral Hire will receive one thousand dollars ($1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.

- Upon successful completion of the probationary period as an ESD II or III, the Eligible Lateral Hire will receive a one thousand dollar ($1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.

- Upon successful completion of an additional twelve months of City service following the successful completion of the probation period, the Eligible Lateral Hire will receive a one thousand dollar ($1,000) hiring incentive payment. This incentive is not compensable for retirement purposes.

- Eligible Lateral Hires will be hired at no less than "C" Step of the ESD II or III salary range.

- The City retains the right and exclusive authority to offer step placement above C Step of ESD II or III salary range based on the Eligible Lateral Hire's qualifications and other

factors such as experience, training and certifications. The salary range placement shall be included in the conditional employment offer letter provided to the Eligible Lateral Hire.

- Current City of Fresno ESDs who refer an Eligible Lateral Hire will receive an incentive of up to a total of one thousand dollars ($1,000) for hired and retained Eligible Lateral Hires in increments of two hundred fifty ($250) at the time the Eligible Lateral Hire receives the particular hiring incentive(s) outlined above. The referral incentive for current City of Fresno ESDs is not compensable for retirement purposes.

- Only one current City of Fresno ESD can be identified as the referring ESD for each Eligible Lateral Hire for purposes of the referral incentive outlined above. The current City of Fresno ESD referring the Eligible Lateral Hire must be identified in writing by the Eligible Lateral Hire at the time the application for employment is submitted to obtain the referral incentive. Referring City of Fresno ESDs may not receive more than five (5) referral incentives per fiscal year.

This Agreement will be effective July 1, **2020** and will expire June 30, **2021**, unless the City and FCEA mutually agree to extend this Agreement in writing and upon Council approval.

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:

Signature on File
SAM FRANK
Labor Representative

FOR THE CITY OF FRESNO:

Signature on File
RICHARD E. BOYD
Labor Relations Manager

Signature on File
ANDREW HALL
Police Chief

Date: *August 21, 2020*

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: *Signature on File*
Assistant City Attorney

Side Letter of Agreement
Between
City of Fresno
and
Fresno City Employees Association

State Disability Insurance (SDI) MOU Provision

The City of Fresno and the Fresno City Employees Association (FCEA), representing Unit 3, Non-Supervisory White Collar, have met and conferred, and have agreed to amend and replace Article VIII. Section X. in its entirety as follows

X. STATE DISABILITY INSURANCE (SDI)

1. Employees who are in bargaining Unit 3, Non-Supervisory White Collar represented by the Fresno City Employees Association (FCEA), 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.~~

   Employees eligible for SDI benefits are those who are defined by Section 2601, et seq. of California Unemployment Insurance Code.
   (Click here to access the SDI website)

   Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code Section 2655.

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

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

4. **All employees with an approved SDI/Paid Family Leave (PFL) claim must notify the City within fourteen (14) calendar days of their receipt of written notice of claim approval for SDI/PFL and fill out a form made available by the City indicating whether or not the employee desires to integrate leave with the claim. Extension beyond fourteen (14) calendar days due to exigent circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis by the Director of Personnel Services or designee.** Employees who are absent from duty and are receiving SDI**/PFL** benefits who are eligible to use sick leave, vacation leave, holiday leave, or

compensatory time off, shall be eligible to integrate the payment of SDI**/PFL** benefits with such City-paid leave benefits.

a. ~~Integrating leave balances is defined as the SDI benefit and the use of thirteen (13) hours per week of the employee's available leave balances added together to provide a regular bi-weekly income.~~ **Employees who elect to integrate must provide Payroll with a copy of the Notice of Computation within fourteen (14) calendar days of their receipt from EDD and are required to authorize EDD to share benefit computations with the City on their initial claim forms. Extension beyond fourteen (14) calendar days due to exigent circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis by the Director of Personnel Services or designee.**

b. **An employee who has made a timely election to integrate leave with SDI/PFL benefits shall be paid a biweekly amount, using appropriate accumulated leave, which, when added to the SDI/PFL benefits shall provide the employee up to 100 percent of their normal gross weekly wages (excluding overtime pay) immediately prior to the start of the disability or period of family care leave.~~when added to SDI/PFL benefits shall approximately equal the employee's net pay after taxes (excluding overtime).~~**

c. **If an employee does not provide information on SDI/PFL benefits within fourteen (14) calendar days of receipt of the Notice of Computation, no retroactive integration will occur, unless exigent circumstances apply. Integration will not be provided for any period before the City receives notification of SDI/PFL benefits, including retroactively, and the employee provides signed notification that the employee wants to integrate, unless exigent circumstances apply.**

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

~~c. The intent of the provision providing for integration of benefits is to provide a combined biweekly adjusted net income not to exceed, 100% of regular bi-weekly income as long as such eligible disability qualifies and available leave balances exist. The employee's authorized deductions shall continue to be deducted from pay.~~

~~Pay, including SDI benefits and bi-weekly pay, shall not exceed 100% of regular pay. If SDI benefits equal or exceed 100% of the regular pay, no City payment shall be made.~~

~~5. Eligible employees may use the following accrued City leave balances in conjunction with SDI benefits and in accordance with #6 below:~~

- ~~Sick Leave~~
- ~~Supplemental Sick Leave~~
- ~~Vacation Leave~~
- ~~Holiday Leave~~
- ~~Compensatory Time Off (CTO)~~
- ~~Donated time, when all other leave balances have been exhausted.~~

~~6~~ **5**. ~~An employee eligible for SDI benefits who elects to integrate leave shall use thirteen (13) hours per week of their available leave balances. Once an employee's Sick Leave bank is depleted, the employee will use of available Supplemental Sick Leave at thirteen (13) hours per week, Vacation Leave, Holiday, or CTO, or donated time at thirteen (13) hours per week. Request of and approval of Vacation Leave, Holiday, or CTO will be per City policy.~~ While integrating SDI**/PFL** benefits, employees will be considered to be in paid status for the purpose of leave accruals, holiday benefits, step increases, ~~and~~ health insurance coverage **and any other employee benefits received as a result of being in paid status**.

An employee who is integrating leave and has exhausted all other leave balances may apply for donated time in accordance with City policies. Use of donated time shall be **in accordance with the provisions of this Section** ~~at thirteen (13) hours per week. Time for Permanent Part-Time employees shall be prorated in accordance with the employee's particular schedule.~~

If the employee ~~chooses~~ **does** not **act** to integrate benefits or exhausts their available leave balances, the employee will be in a Leave Without Pay (LWOP) status.

6. If elected as described above, integration will end upon notification from the employee that SDI/PFL benefits have terminated, the employee exhausts all leave balances and/or donated time resulting in leave without pay status, the employee's return to work, or the employee's separation from City employment; whichever comes first in time.

~~7. Initiating the integration of the above accrued leave balances with SDI benefits shall be subject to the following conditions:~~

~~a. 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.~~

~~b. Upon contacting their department, the employee shall immediately file a claim for SDI benefits with EDD.~~

~~c. If the employee chooses not to contact their department as outlined in subsection (7.a.) above, available leave balances will be used at forty (40) hours per week and integration of benefits will not occur until the City receives notification of eligibility from EDD.~~

~~d. 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.~~

~~(1) 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.~~

~~(2) If an employee exhausts all available leave balances but continues receiving SDI benefits, the City's compensation shall cease.~~

~~(3) 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.~~

7. ~~(4)~~ Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.

8. ~~(5)~~ 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.

9. ~~(6)~~ 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.

This Agreement shall be effective on the first pay period after Council approval until the implementation of a successor MOU. This subject will be addressed in the successor MOU.

For the Fresno City Employees Association:

_____
TONY SILVA
Labor Representative

For the City of Fresno:

_____
KENNETH G. PHILLIPS
Labor Relations Manager

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Assistant City Attorney

Agreement Between the
City of Fresno
and
Fresno City Employees Association

Article VIII, Compensation and Benefits, Section Z, Classification and Compensation Study; Article X, Special Rules for Employees Assigned to the Police Department, Section K, Records Clerks' Incentive

The City of Fresno and the Fresno City Employees Association (FCEA), have met and conferred in good faith and have agreed to implementation of pay equity adjustments and reclassification of classifications in the Records Bureau and Court Liaison Office/Prosecution Liaison Office ("CLO/PLO") of the Police Department, as well as a revision to the Records Clerks' Incentive, as follows:

1. Effective November 12, 2018, pay equity adjustments will be as reflected in Attachment I, attached hereto and incorporated by reference. The parties agree that these pay equity adjustments fulfil the following provision found in Article VIII, Section Z of the current MOU:

   > The City will allocate no less than $372,012 in General Fund costs and $673,045 in All Funds cost for an equity increase. Once the parties reach mutual agreement on the allocation of the initial equity increase the equity increases will be implemented on the first pay period after FCEA ratification and Council approval.

2. Effective November 12, 2018, eleven (11) employees in the classifications of Administrative Clerk I/II assigned to the Police Department Records Bureau and CLO/PLO, will be reclassified to Police Support Services Clerk as reflected in Attachment I, and thirty (30) employees in the classification of Senior Administrative Clerk assigned to the Police Department Records Bureau and CLO/PLO, will be reclassified to Police Support Services Technician as reflected in Attachment I.

3. Article X Section K, Records Clerks' Incentive shall no longer be effective as of November 12, 2018.

   Employees who would have otherwise received a Records Clerks' Incentive pursuant to Article X, Section K~~R~~, in Fiscal Year 2019, shall receive the incentive pro-rated based on the date since their last incentive payment was earned, through November 11, 2018. Awarding of any Record Clerks' Incentive shall cease thereafter.

/ / /

/ / /

This agreement sets forth the full and entire understanding of the parties regarding pay equity adjustments in Fiscal Year 2019, reclassification of positions in the Police Department Records Bureau and CLO/PLO, and the Records Clerks' Incentive.

This Agreement is effective November 12, 2018, and expires with the current MOU which has an expiration date of December 20, 2020.

FOR FRESNO CITY EMPLOYEES ASSOCIATION	FOR THE CITY OF FRESNO
_____	_____
SAMUEL FRANK FCEA President	KENNETH PHILLIPS Labor Relations Manager

Date _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Assistant City Attorney

FCEA CLASSIFICATION AND COMPENSATION
FISCAL YEAR 2019 EQUITY INCREASES

Last Revised 10/8/2018

# of PCNs	Job Title	Equity % Increase
5	Airports Operations Officer	0.66%
1	Billing System Specialist	12.57%
0	Customer Services Clerk I	9.36%
41	Customer Services Clerk II	9.63%
73	Emergency Services Dispatcher II	2.63%
14	Emergency Services Dispatcher III	2.63%
6	Environmental Control Officer	2.59%
3	Fleet Operations Specialist	0.89%
2	Housing Rehabilitation Specialist	2.03%
1	Industrial/Commercial Water Conservation Rep	2.76%
2	Inorganic Chemist	2.57%
0	Laboratory Assistant	2.00%
0	Laboratory Technician I	2.14%
10	Laboratory Technician II	2.34%
2	Landscape Water Conservation Specialist	4.87%
1	Paratransit Specialist	2.35%
3	Plans and Permit Technician	6.00%
5	Plans Examiner	3.50%
2	Police Data Transcriptionist	13.31%
10	Police Support Svcs Clerk	13.09%
30	Police Support Svcs Tech	13.31%
10	Radio Dispatcher	6.09%
0	Retirement Counselor I	1.89%
4	Retirement Counselor II	2.16%
12	Senior Customer Services Clerk	14.31%
2	Senior Laboratory Technician	4.09%
5	Senior Network Systems Specialist	10.80%
2	Senior Plans Examiner	2.50%
1	Senior Utility Service Representative	4.93%
9	Senior Water Systems Telemetry & DC Spec	10.80%
8	Storeskeeper	5.28%
3	Traffic Signal Operations Specialist	8.00%
1	Transit Scheduler	8.00%
1	Tree Program Specialist	0.24%
0	Utility Service Representative I	4.31%
10	Utility Service Representative II	4.64%
2	Water Systems Telemetry & DC Specialist	10.20%

Side Letter of Agreement
Between
City of Fresno and Fresno City Employees Association

Third Party Plan Check Review and Contracting of Plan Check Review and Planning

This Side Letter of Agreement ("Agreement") is entered into by and between the City of Fresno ("City") and the Fresno City Employees Association ("Association"), representing Unit 3, Non-Supervisory White Collar Employees, and sets forth the full and entire understanding of the parties regarding work of "Third Party Plan Check Review" and the contracting of "Plan Check Review and Planning" resulting from the passage of the Money Back Guarantee/Business Streamlining Act (City Council Ordinance No. 2019-003, effective 3/22/19)("the Act") for duties in the Development & Resource Management ("DARM") Department.

1. Third Party Plan Check Review

A. The parties agree the passage of the Act creates additional workload issues that impact current staffing. In order to work towards resolution of the workload and timeline issues, the parties agree to the following:

(1) DARM will institute a Third Party Plan Check Review program that will allow an applicant to select a City-approved pre-qualified firm, negotiate fees and timelines directly with that firm, and return a completed set of plan documents to the City to issue building permits.

(2) The Third Party Plan Check Review program will not be utilized to privatize staff or work that could be done by employees within the requirements of the Act. The City agrees that no elimination, defunding, or freezing of Unit 3 positions in DARM existing as of the effective date of this Agreement related to the Third Party Plan Check Review program and Plan Check Review and Planning contracting will occur unless the Third Party Plan Check Review program has been discontinued for sixty (60) calender days or more.

(3) Once discontinued, the Third Party Plan Review program will not be reinstituted unless there is mutual agreement between the City and the Association.

2. Contracting of Plan Check Review and Planning

A. DARM may also contract out work on Plan Check Review and Planning under the same terms and conditions as provided for the Third Party Plan Check Review program above. The City agrees that no elimination, defunding, or freezing of Unit 3 positions in DARM existing as of the effective date of this Agreement related to contract work on the Third Party Plan Check Review program and Plan Check Review and Planning will occur unless the Plan Check Review and Planning contract work has been discontinued for sixty (60) days or more.

B. Once discontinuted, Plan Check Review and Planning contracting will not be reinstituted unless there is mutual agreement between the City and the Association.

3. When vacancies occur in Unit 3 positions in DARM related to the Third Party Plan Check Review program and/or contracting out work on Plan Check Review and Planning while they are occuring, the City agrees the positions will remain funded and every reasonable effort will be made to recruit new employees to fill them.

4. The City agrees to meet with the Association every six (6) months to discuss the Third Party Plan Check Review program and the contracting of Plan Check Review and Planning work.

This Agreement shall be effective on June 24, 2019, and shall become a part of the Memorandum of Understanding between the City and FCEA.

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:

Signature on File

SAMUEL FRANK
President

FOR THE CITY OF FRESNO:

Signature on File

KENNETH G. PHILLIPS
Labor Relations Manager

Date: *June 14, 2019*

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: *Signature on File*
Assistant City Attorney

Side Letter of Agreement Between the
City of Fresno
and
Fresno City Employees Association

Article VIII, Compensation and Benefits, Section Z, Classification and Compensation Study

The City of Fresno and the Fresno City Employees Association (FCEA) have met and conferred in good faith and have agreed to implementation of pay equity adjustments as follows:

Effective June 24, 2019, pay equity adjustments will be as reflected in Attachment I, attached hereto and incorporated by reference.

This agreement sets forth the full and entire understanding of the parties regarding pay equity adjustments in Fiscal Year 2020.

This Agreement is effective June 24, 2019, and expires with the current MOU which has an expiration date of December 20, 2020.

FOR FRESNO CITY EMPLOYEES ASSOCIATION:

Signature on File

SAMUEL FRANK
FCEA President

FOR THE CITY OF FRESNO:

Signature on File

KENNETH PHILLIPS
Labor Relations Manager

Date *June 14, 2019*

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: *Signature on File*

Assistant City Attorney

ATTACHMENT I

FCEA CLASSIFICATION AND COMPENSATION
FISCAL YEAR 2020 EQUITY INCREASES

Job Code	Job Title	Equity Increase
130011	Accountant-Auditor I	1.50%
130012	Accountant-Auditor II	1.50%
110002	Administrative Clerk II	1.50%
230022	Associate Electrical Safety Consultant I	3.50%
230023	Associate Electrical Safety Consultant II	3.50%
230003	Associate Environmental & Safety Consultant I	3.50%
230004	Associate Environmental & Safety Consultant II	3.50%
230012	Associate Plumbing & Mechanical Consultant I	3.50%
230013	Associate Plumbing & Mechanical Consultant II	3.50%
230008	Building Inspector II	3.50%
230009	Building Inspector III	3.50%
120005	Central Printing Clerk	1.50%
230015	Commercial Building Inspector	3.50%
520010	Community Recreation Assistant	1.50%
410025	Community Services Officer I	1.50%
410026	Community Services Officer II	1.50%
125011	Computer Systems Specialist II	7.65%
125012	Computer Systems Specialist III	6.00%
115028	Deputy City Clerk	1.50%
230057	Development Services Coordinator	1.50%
410050	Digital Forensics Analyst	2.21%
210015	Engineer I	18.50%
210016	Engineer II	12.33%
210002	Engineering Aide II	1.68%
230075	Engineering Inspector I	3.82%
230076	Engineering Inspector II	3.92%
210006	Engineering Technician II	4.49%
125025	Geographic Information System (GIS) Specialist	6.00%
125030	Network Systems Specialist	6.00%
710120	Parking Controller I	1.50%
710121	Parking Controller II	1.50%
710122	Parking Controller III	1.50%
410007	Phlebotomist	2.00%
220005	Planner I	7.21%
220006	Planner II	3.28%
220002	Plans and Permit Technician	6.26%
210041	Plans Examiner	3.57%
125021	Programmer/Analyst II	7.65%
125022	Programmer/Analyst III	6.00%
125023	Programmer/Analyst IV	8.10%
145010	Property & Evidence Technician	1.50%
170002	Real Estate Finance Specialist II	1.50%
520005	Recreation Specialist	1.50%
110050	Secretary	1.50%
110003	Senior Administrative Clerk	1.50%
115072	Senior Call Center Representative	1.50%
145002	Senior Commercial Building Inspector	3.50%
230016	Senior Community Services Officer	1.50%
115029	Senior Deputy City Clerk	0.32%
210007	Senior Engineering Technician	2.05%
210042	Senior Plans Examiner	2.75%
140003	Senior Property & Evidence Technician	1.50%
110101	Senior Records Clerk	1.50%
110051	Senior Secretary	0.32%
145011	Senior Storeskeeper	1.50%
150001	Staff Assistant	1.50%
210030	Survey Party Technician	4.49%
135001	Tax/Permit Inspector	0.03%

Side Letter of Agreement
Between
City of Fresno and Fresno City Employees Association

This Side Letter of Agreement ("Agreement") is entered into by and between the City of Fresno ("City") and the Fresno City Employees Association ("Association"), representing Unit 3, Non-Supervisory White Collar Employees, and sets forth the full and entire understanding of the parties regarding Uniform Allowance in the current Memorandum of Understanding ("MOU") between the City and the Association, specifically amending Article VIII, Section K, Uniform Allowance, with the language below; and correcting language in Article VIII, Section W. to reflect what was negotiated between the parties and practice. Sections K and W of Article VIII, Compensation and Benefits, of the MOU are amended as follows,

Article VIII COMPENSATION AND BENEFITS

K. UNIFORM ALLOWANCE

1. Except for employees listed in the subsections below, employees not covered by the City's uniform program who are required to purchase, maintain, and wear a duty uniform shall receive a maintenance and replacement fee of thirty dollars ($30) per month to be prorated on a pay-period-by-pay-period basis.

2. Employees working in the below Class Series **shall receive uniform allowances as follows:**

   a. **Community Services Officer I/II/Senior, Property and Evidence Technicians, Crime Scene Technicians I/II/Senior, and Fire Prevention Inspector I/II/Senior**

      (1) * * * **Employees in these classifications** who are required to purchase, maintain, and/or wear a uniform shall receive three hundred ninety-six **dollars** ($396) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in these classes shall receive sixty-six dollars ($66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay period basis. In the event the newly hired employee voluntarily leaves the position within the first six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the three hundred ninety-six dollars ($396) for each full calendar month to be prorated on a pay-period-by-pay-period basis ~~as set forth in sub-section 3. below.~~

      (2) Employees in these classifications who have completed the required probationary period and who are required to maintain

and wear a uniform for four (4) months or more within any fiscal year shall receive sixty-six dollars ($66.00) per month , to be prorated on a pay-period-by-pay period basis.

(3) Employees in these classifications who are required to maintain and wear a uniform fewer than four (4) months within any fiscal year shall receive twenty-two dollars ($22) per month, to be prorated on a pay-period-by-pay-period basis.

b. * * * **Police Support Services Clerks/Technicians,** Police Data Transcriptionist**s, and** Rangemaster/Armorers, * * * who are required to purchase, maintain, and/or wear a uniform shall receive two hundred fifty dollars ($250) in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms. Upon completion of the initial six (6) months of the probationary period, employees in this class shall receive forty-one dollars and sixty-six cents ($41.66) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay-period basis**.** * * *. In the event the newly hired employee voluntarily leaves the position within the first six (6) months, the employee shall reimburse the City one sixth (1/6) of the two hundred fifty dollars ($250) for each full calendar month, to be prorated on a pay-period-by-pay period basis.

[§ deleted]

3. Employees who receive a uniform allowance as set forth in any of the above provisions, and thereafter change classes, shall receive a prorated sum to compensate for any difference.

4. The City agrees to consult with the Association prior to the implementation of any change to the uniform policy and the City agrees to meet and confer with the Association before creating a uniform requirement for a new class or for employees in a class which currently is not required to wear a uniform.

…

W. HEALTH REIMBURSEMENT ARRANGEMENT

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a “health reimbursement arrangement” as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding HRA’s. 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 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 and/or vacation leave used for sick time (excluding only hours used for Workers' Compensation benefits**,** Bereavement Leave, and/or protected leave such as Family & Medical Leave, and Protected Sick 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 all accumulated sick leave hours, other than supplemental sick leave, in excess of 240 hours at the time of retirement multiplied by forty percent (40%) of the employee's hourly base rate of pay * * *.

The number of all supplemental sick leave hours at the time of retirement multiplied by the employee's hourly base rate of pay * * *.

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

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

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

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

This Agreement shall be effective on June 24, 2019, and shall become a part of the Memorandum of Understanding between the City and FCEA.

/ /

/ /

/ /

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:

Signature on File

SAMUEL FRANK
President

FOR THE CITY OF FRESNO:

Signature on File

KENNETH G. PHILLIPS
Labor Relations Manager

Date: *June 14, 2019*

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: *Signature on File*
Assistant City Attorney

Side Letter of Agreement
Between
City of Fresno And Fresno City Employees Association
New Employee Orientation/Employee Information

This Side Letter of Agreement (Agreement) is entered into by and between the City of Fresno (City) and the Fresno City Employees Association (FCEA), representing Unit 3, Non-Supervisory White Collar employees, and sets forth the full and entire understanding of the parties regarding implementation of applicable provisions of Assembly Bill 119 (AB 119) (California Government Code §§3555 through 3559) in connection with employees entering into Unit 3. The parties agree this Agreement meets the requirements of AB 119.

Employees New to Unit 3

1. The Personnel Services Department (PSD) provides a new employee orientation program to all new City employees (i.e., NEO). PSD will notify FCEA's President and Employee Representative at least 10 days in advance of a scheduled NEO, and at the end of the work week immediately preceding the NEO if the NEO will include any individuals who will be represented by FCEA, unless the City is unable to reasonably do so because of an unforeseeable urgent need critical to City operations. Should this occur, the City will arrange, at FCEA's request, 30 minutes of time during the employees shift to meet with a representative of FCEA. Association representatives will be invited to the NEO meeting room immediately prior to the bargaining unit session and will be introduced by a City staff member. The session will be scheduled for thirty (30) minutes at the conclusion of the City's presentation on the second day. This session will not be held if there are no new bargaining unit members attending the NEO or if Association representatives are not available.

2. The City agrees to notify FCEA's President and Employee Representative of employees entering Unit 3 who are not subject to a New Employee Orientation. The City agrees to arrange for 30 minutes of time, during the employees regular shift at their Department, to meet with an Association representative**.**

3. If Association representatives are on-duty City employees, release time will be granted pursuant to the FCEA Memorandum of Understanding MOU with the City and past practice.

Employee Information

1. The City will provide the employee information it has on file in compliance with AB 119 for all new hires in the bargaining unit within 30 days of hire, as well as unit employees represented by FCEA on a monthly basis.

2. Pursuant to Government Code §3558 (in AB 119), and *County of Los Angeles v. Los Angeles County Employee Relations Com. (2013) 56 CAL. 4th 905),* employees may elect to withhold their personal addresses, personal phone numbers, and personal email addresses. The City shall not encourage employees to opt out of providing information to the Association, but will respond to inquiries regarding those who want to opt out and provide information as to how they can opt out or change an opt out to allow the City to provide personal addresses and phone numbers to FCEA. Employees shall also be advised on how to opt back in to allowing personal addresses and phone numbers to FCEA.

3. The City shall also refer new employees who inquire about opting out of providing their personal contact information to FCEA and advise them that FCEA will discuss opting out of providing personal information at New Employee Orientation (NEO). FCEA will advise new employees of their right to opt out. FCEA will collect written requests for opt out from new employees and will provide the written requests to the City. FCEA agrees to indemnify the City for any claims from employees in Unit 3 that they were not advised of their right to opt out of providing personal addresses and phone numbers.

This Agreement shall be effective on the date below until the implementation of a successor Memorandum of Understanding, and at such time will be incorporated into the successor MOU.

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:	FOR THE CITY OF FRESNO
_____	_____
SAM FRANK President, FCEA	RICHARD E. BOYD Labor Relations Manager

Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
Assistant City Attorney