

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

THE FRESNO CITY EMPLOYEES ASSOCIATION,
INC.

(Non-Supervisory White Collar - Unit 3)

June 16, 2025 – December 27, 2026

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
J. ASSEMBLY BILL 2561	9
ARTICLE V.....	10
PERSONNEL PROCEDURES	10
A. CLASS REVIEWS.....	10
B. REVISIONS TO CLASS SPECIFICATIONS.....	10
C. RECLASSIFICATIONS	10
D. REQUESTS FOR TRANSFER	10
E. RETURN TO FORMER POSITION	11
F. FLEXIBLE STAFFING	11
G. TEMPORARY MODIFICATION OF WORK HOURS	11
H. WORK SCHEDULES (General Provision).....	12
I. PROBATIONARY PERIOD.....	15
J. STEP INCREASES.....	16

K. MOVEMENT BETWEEN STEPS & EMPLOYEE PERFORMANCE EVALUATIONS	16
L. SAFETY	18
M. EXCHANGE OF INFORMATION	18
N. LAY-OFF PROCEDURES	20
O. IN LIEU OF SUSPENSION FOR DISCIPLINARY ACTION	20
P. THIRD PARTY PLAN CHECK REVIEW AND CONTRACTING OF PLAN CHECK REVIEW	20
ARTICLE VI.....	22
PROCEDURES FOR DISPUTE RESOLUTIONS	22
A. GRIEVANCE PROCEDURE	22
B. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE	25
C. PAST PRACTICE	26
D. USE OF HEARING OFFICER IN DISCIPLINARY ACTION INITIATED BY CITY	26
ARTICLE VII.....	27
DUES DEDUCTION	27
A. DUES CHECK-OFF	27
B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION	27
C. DUES DEDUCTION TRANSFER	27
ARTICLE VIII.....	28
COMPENSATION AND BENEFITS	28
A. GENERAL.....	28
B. SALARY SCHEDULE	28
C. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST	28
D. WORKERS' COMPENSATION.....	29
E. EDUCATION FOR CITY EMPLOYEES	31
F. USE OF PERSONAL VEHICLES	31
G. PREMIUM PAY.....	32
H. BILINGUAL CERTIFICATION PROGRAM	36
I. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES	37
J. TEMPORARY ASSIGNMENT PAY	37
K. UNIFORM ALLOWANCE, SAFETY SHOES, & SAFETY GLASSES	38
M. COURT TIME	40
N. OVERTIME (OT), COMPENSATORY TIME OFF (CTO), ON CALL/CALL BACK/STANDBY	40
2. <u>CTO</u>	41
3. <u>Call Back/Standby</u>	41
O. SICK LEAVE AND ATTENDANCE	43

P.	SUPPLEMENTAL SICK LEAVE ACCRUAL BANK.....	46
Q.	VACATION CASH-OUT.....	46
R.	BEREAVEMENT LEAVE.....	46
S.	VACATION LEAVE.....	47
T.	HOLIDAY LEAVE.....	48
U.	REST PERIODS.....	49
V.	FAIR LABOR STANDARDS ACT.....	50
W.	HEALTH REIMBURSEMENT ARRANGEMENT.....	50
X.	STATE DISABILITY INSURANCE (SDI)/PAID FAMILY LEAVE (PFL).....	51
Y.	RETIREMENT.....	53
Z.	CLASSIFICATION AND COMPENSATION STUDY.....	54
AA.	VOLUNTARY LEAVE TIME (VLT) PROGRAM.....	54
ARTICLE IX.....		57
BENEFITS FOR PERMANENT PART-TIME EMPLOYEES.....		57
A.	VACATION.....	57
B.	SICK LEAVE.....	57
C.	SUPPLEMENTAL SICK LEAVE ACCRUAL BANK.....	57
D.	OVERTIME.....	58
E.	PROBATIONARY PERIOD.....	58
F.	HEALTH AND WELFARE.....	58
G.	SOCIAL SECURITY BENEFITS.....	58
H.	WORKERS' COMPENSATION.....	58
I.	JURY DUTY.....	59
J.	HOLIDAYS.....	59
K.	NIGHT-SHIFT DIFFERENTIAL.....	59
L.	SERVICE FEE.....	59
M.	UNIFORM ALLOWANCE.....	59
N.	FULL TIME.....	59
O.	REST PERIODS.....	59
ARTICLE X.....		60
SPECIAL RULES FOR EMPLOYEES ASSIGNED TO THE POLICE DEPARTMENT.....		60
A.	SHIFTS/VACATION.....	60
B.	ALTERNATIVE WORKWEEK WEEK SCHEDULES (Special Provisions).....	61
C.	INVESTIGATIONS.....	67
1.	<u>Internal Investigations</u>	67
D.	ABSENT WITH SUBSTITUTE (AWS).....	70
E.	COURT APPEARANCES.....	71
F.	FAMILY EVENTS.....	73
G.	EMERGENCY SERVICES DISPATCHERS.....	74
H.	RESOURCE OPTIMIZATION SYSTEM.....	74

I. CRITICAL INCIDENTS	74
J. ESD TRAINING DIFFERENTIAL	74
K. TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF ABSENT EMPLOYEES	75
L. SHIFT DIFFERENTIAL – COMMUNICATIONS BUREAU	75
M. SPECIAL EVENTS AND CONTRACT LAW ENFORCEMENT SERVICES.....	75
ARTICLE XI.....	77
HEADINGS/REFERENCES/CITATIONS	77
A. HEADINGS	77
B. REFERENCES/CITATIONS	77
ARTICLE XII.....	78
SAVING CLAUSE/FULL UNDERSTANDING	78
A. SAVING CLAUSE	78
B. FULL UNDERSTANDING	78
ARTICLE XIII.....	79
TERM	79
<u>FCEA LEAVE OF ABSENCE POLICY - ADDENDUM I</u>	86
<u>FCEA ATTENDANCE POLICY - ADDENDUM II</u>	88

<u>LEGEND</u>	
***	= deleted old language
[\$ deleted]	= section/subsection deleted
[\$§ deleted]	= two or more sections/ subsections deleted
bold type	= new language

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the Fresno City Employees Association, Inc., hereinafter referred to as the Association or unit, 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, or acting President, of the Association shall be provided up to twenty-five percent (25%) release time when not engaged with the City in active successor MOU negotiations. Active successor MOU negotiations are defined as beginning six (6) months before the operating MOU expires until Council adopts the successor MOU. During active successor MOU negotiations with the City the amount of release time shall be (50%) for the President. The percentage of release time for the Association President shall be based on the full time equivalent of the permanent City position held by the President per fiscal year. Release time shall be 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 fiscal 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) hour from the Vacation Leave bank of all employees represented by the Association to be placed in the time bank, regardless of if there is sufficient Vacation Leave in the employee's 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 Personnel Services Department, 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, the parties agree to meet and confer in good faith promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, 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.
3. **During the term of this MOU, the Association will not condone or support so-called “sympathy strikes” where a strike or work stoppage is declared by another union.**

Nothing in this provision shall be construed to require Association members to cross a lawful primary picket line established by another labor organization when doing so would demonstrate risk to their personal safety or would otherwise violate the law.

This provision shall not interfere with any members’ individual legal right to engage in a sympathy strike, nor restrain any member from refusing to cross picket lines. All members, including Executive Board members, reserve their individual, legal right to sympathy strike.

J. ASSEMBLY BILL 2561

Assembly Bill 2561 adds Section 3502.3 to the Government Code to require all local public agencies, including special districts, to hold yearly public hearings on specified topics relating to recruitment and retention. The City and FCEA agree as follows:

- 1. Notice of time and date of hearing shall be given to FCEA ten (10) working days prior to the hearing, to allow for preparation of the union presentation. The notice shall include the right of the union to make a presentation at the hearing.**
- 2. FCEA will respond within 7 working days of its intention to present at the hearing, and advise the city of the estimated time for the presentation.**
- 3. FCEA will transmit Labor Relations and the City Clerk documents or other electronic media to be used in the hearing in advance of the hearing as per City Clerk rules.**
- 4. During the presentation, if any Councilperson has questions that require further study to answer, FCEA will seek to provide answers after the presentation.**

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 the base 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 finds that all 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 Section 3-261 and 3-262.
3. Department management shall notify transfer applicants a minimum of twenty-four hours 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, 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. WORK SCHEDULES (General Provision)

1. Department directors or **their** 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) calendar days' written notice shall be provided to affected employees, **FCEA** 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 **if department operations are Monday through Friday and must be part of the employee's consecutive days off**. 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, **FCEA** 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. **Flexible work schedules may be mutually agreed on if they do not exceed forty (40) hours of scheduled work in a defined Fair Labor Standards Act (FLSA) work week. These flexible work schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency, increase overall costs to the City as determined by the Appointing Authority or designee, and must comply with wage/hour laws. Flexible work schedules must be documented on an Alternative Work Schedule Request form and be approved by the employee, their Supervisor, and the Appointing Authority. If approved by all parties, the original will go to the Personnel Services Department to be filed in their personnel file with a copy to City Payroll, the employee, and the Department. An employee's flexible work schedule may be revoked by either party upon thirty (30) calendar days' written notice to the other party at which time the member will return to their prior regular schedule. If this occurs, City Payroll shall be notified of this change in writing as soon as possible. An employee's flexible work schedule may continue only by mutual agreement of all parties. An employee working a flexible work schedule shall be paid overtime if the employee meets all two (2) conditions below:**
 - a. **The employee worked beyond their scheduled flexible work hours; and**
 - b. **The total hours worked exceeded forty (40) in the work week.**

6. 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.

If overtime continues past midnight and rolls into the following workday, the overtime will be paid at the rate effective at the start of the shift.

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 twelve (12) 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.

7. 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.

If overtime continues past midnight and rolls into the following workday, the overtime will be paid at the rate effective at the start of the shift.

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 twelve (12) 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 unless otherwise noted in the Salary Resolution.
- 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 2-10. Those classes are:

Account Clerk I to II
Administrative Clerk I to II
Animal Care Specialist I to II
Animal Services Representative 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. Progression to successive steps in the class shall be automatic except that following an unsatisfactory performance evaluation, a step progression may be delayed by the appointing authority for not more than six (6) months.
2. Supervisors shall complete quarterly evaluations on probationary employees as follows: evaluations shall be completed at three-month, six- month, nine-month and twelve- month intervals.
3. Every rating of "Improvement Needed" shall contain the reason for the rating in the Supervisor comments and should include how to successfully overcome the deficiency.

4. 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.
5. 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.
6. 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.
7. 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.
8. An employee not receiving a step increase shall have an additional performance evaluation within six (6) months.
9. 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.
10. 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.

11. Evaluations for non-probationary employees are not to take the place of disciplinary/corrective actions as outlined in AO 2-14.
12. 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.
 1. Employees in the classes of Environmental Control Officer, Industrial Waste Inspector and Lab Technician who work at the Wastewater Treatment Plant, and Crime Scene Technicians I, II, and Senior 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.
 2. The City will provide, at no cost, to all classes of Crime Scene 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 who left the Unit during the previous month and the reason for leaving.

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 ten (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 thirty (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.

N. LAY-OFF PROCEDURES

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

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.

P. THIRD PARTY PLAN CHECK REVIEW AND CONTRACTING OF PLAN CHECK REVIEW

1. Third Party Plan Check Review

- A. Planning and Development (P & D) 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.
- B. The Third Party Plan Check Review program will not be utilized to privatize staff or work that could be done by employees. The City agrees that no elimination, defunding, or freezing of Unit 3 positions in P&D existing as of the effective date of this Agreement related to the Third Party Plan Check Review program will occur unless the Third Party Plan Check Review program has been discontinued for sixty (60) calendar days or more.

- C. Once discontinued, the Third Party Plan Review program will not be reinstated unless there is mutual agreement between the City and the Association.

2. Contracting of Plan Check Review and Planning

- A. P&D may also contract out Plan Check Review and Planning work 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 P&D existing as of the effective date of this Agreement related to contracting of Plan Check Review and Planning work will occur unless the Plan Check Review and Planning contract work has been discontinued for sixty (60) days or more.
- B. Once discontinued, Plan Check Review and Planning will not be reinstated unless there is mutual agreement between the City and the Association.
 - 1. When vacancies occur in Unit 3 positions in P&D related to the Third Party Plan Check Review program and/or contracting out work on Plan Check Review and Planning while they are occurring, the City agrees the positions will remain funded and every reasonable effort will be made to recruit new employees to fill the vacancies.
 - 2. The City agrees to meet with the Association annually to discuss the volume of activity and the benefit of contracting out work in meeting the needs of the community and staff meeting timelines for service delivery.

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 Fresno Civil Service Board, Retirement Board, Public Employment Relations Board unfair practice charge, or 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 Chairperson 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 Chairperson 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 or altered 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

A. DUES CHECK-OFF

1. The City shall deduct the dues or benefit premiums, or both, following receipt of notice from the Association that authorization has been provided to the 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.
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 Government Code Section 1157.12, shall indemnify and 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 authorized dues deduction. 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 be provided by electronic funds transfer to an account specified by the Association.
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. All economic benefit modifications in this MOU shall be effective the pay period after Council approval * * *, unless explicitly stated otherwise in the MOU.

B. SALARY SCHEDULE

1. *** * *The base rate of pay of all employees in this unit will be increased by five and one-quarter percent (5.25%) as reflected on Table I, attached hereto and incorporated by reference, effective the pay period after Council approval.**

[§ deleted]

C. FRESNO CITY EMPLOYEES HEALTH AND WELFARE TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust ("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 percentage of the total premium for such benefits to be contributed to the Trust by the City on behalf of the employees represented by the Association. The City contribution of the total premium shall be seventy percent (70%) and the employee share of the total premium shall be thirty percent (30%). Employees may opt to contribute the employee share through payroll deductions to make up the difference between the total premium and the City contribution to receive the maximum benefit coverage provided under the Trust, or opt not to contribute the employee share and accept a reduced coverage option.

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, the percentage of wages or salary received by employees holding a permanent position who suffers from an injury in the course and scope of City employment shall be the percentage established by the State of California workers' compensation laws set forth in the California Labor Code. 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.
7. **At the employee's option, employees may elect to integrate their accrued leaves to supplement their workers' compensation benefits during the first year of their workers' compensation claim. Employees with an approved workers' compensation claim wishing to integrate their leaves must fill out a form made available by the City indicating the employee desires to integrate leave to supplement their workers' compensation claim. If an employee has multiple workers' compensation claims, an employee must fill out a form for each claim they wish to integrate leaves. Once the form is received by City Payroll, the integration will be effective at the beginning of the pay period in which the form is received.**

Eligible employees who are absent from duty and are receiving workers' compensation benefits who are eligible to use Sick Leave, Vacation Leave, Holiday Leave, Compensatory Time Off, or other available leave banks the employee is authorized to use, shall be eligible to integrate a portion of their individual leave balances with workers' compensation benefits as noted below.

Integrating leave balances is defined as the workers' compensation benefit and the monetary value of the employee's leave balances added together to provide a bi-weekly net income which shall be no more than one hundred percent (100%) of the employee's normal bi-weekly gross wages (excluding overtime pay) immediately prior to the start of the workers' compensation period.

Integrating leave balances with workers' compensation benefits will continue only if leave balances are available and the employee remains eligible to receive workers' compensation benefits.

An employee electing to integrate leave balances must first use

available Sick Leave before integrating other eligible leave banks. If the employee chooses not to integrate leave or has no available balances, then the employee will only receive the workers' compensation benefit.

Eligible permanent part-time and permanent intermittent employees shall be included in this program on a pro-rata basis.

If elected as described above, integration will end when their workers' compensation benefits have terminated; the employee has exhausted all leave balances; the employee returned to work; the employee separated from City employment; or it is beyond one (1) year from the date of the workers' compensation claim, whichever comes first in time.

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.

These changes shall be implemented within 90 days after ratification of the successor MOU.

E. EDUCATION FOR CITY EMPLOYEES

The City and FCEA agree to meet within the first two (2) weeks in January of each year to discuss the feasibility of reinstating education benefits to employees in Unit 3.

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. PREMIUM PAY

Premium pay will become effective on the first day of the pay period in which the employee submits the applicable new or renewal certificate to their department or the effective date of the new or renewal certificate, whichever is later. Upon expiration of the certificate(s) for which an employee is receiving certificate pay, certificate pay will be discontinued until such time the employee submits their renewal certificate to their department. Certificate pay will not be paid retroactively. Exceptions due to exigent circumstances, such as an error or delay on behalf of the organization issuing the certificate, may be considered on a case-by-case basis by the Director of Personnel Services or designee.

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 I/II/Sr.

a. Bachelor's Degree Pay

Employees in the classes of Crime Scene Technician I/II/Sr. 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. This pay is pensionable under the City of Fresno Retirement System.

b. POST Crime Scene Bureau Technician Course Pay

Employees in the classes of Crime Scene Technician I/II/Sr. who have at least five (5) years of consecutive permanent full-time service in any combination of the respective Crime Scene Technician classifications and have successfully completed either of the following POST Crime Scene Bureau Technician courses shall be paid an additional four percent (4%) of their base rate of pay:

- Basic POST Crime Scene Bureau Technician course

- Advanced POST Crime Scene Bureau Technician course

Premium pay for completion of more than one (1) course is not stackable, meaning an employee can only receive an additional four percent (4%) of their base rate of pay for POST Crime Scene Bureau Technician Course Pay regardless of the number of courses they complete. This pay is pensionable under the City of Fresno Retirement System.

c. International Association for Identification (IAI) Certificate Pay

Employees in the classes of Crime Scene Technician I/II/Sr. who possess any of the following IAI certificates shall be paid an additional four percent (4%) of their base rate of pay:

- IAI Latent Print Certificate
- IAI Crime Scene Certificate
- IAI Forensic Photography Certificate

IAI Certificate Pay for possession of more than one (1) IAI certificate is not stackable, meaning an employee can only receive an additional four percent (4%) of their base rate of pay for IAI Certificate Pay regardless of the number of IAI certificates they possess. The pay is pensionable under the City of Fresno Retirement System.

d. Bachelor's Degree Pay, POST Crime Scene Bureau Technician Course Pay, and IAI Certificate Pay shall be stackable.

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 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' Wastewater Division in the class of Water Systems Telemetry and Distributed Control 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 I \$50/month
Grade II \$75/month
Grade III \$100/month
Grade 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 Specialist/Senior who possess valid Certificates as indicated will receive monthly certificate pay 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 I \$50/month
Grade II \$75/month
Grade III \$100/month
Grade IV \$150/month

- Water Distribution Operator Certificate issued by the State Water Resources Control Board

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

- Water Treatment Operator Certificate issued by the State Water Resources Control Board

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. **Permanent employees assigned to the Transportation Department in the class of Storeskeeper and Senior Storeskeeper who possess a valid P1 Medium Heavy Truck Parts Specialist certificate and a P2 Medium Heavy Trucks Specialist certificate issued by the National Institute for Automotive Service Excellence (NIASE) shall receive a certificate pay of fifty dollars (\$50) per month.**

10. **Permanent employees in the class of Crime Specialist who possess and maintain a valid Certified Crime and Intelligence Analyst (CCIA) Certificate issued by an accredited college or university and recognized by the California Department of Justice shall receive a certificate pay of one hundred dollars (\$100) per month.**
11. All Premium Pay in this section is pensionable under the City of Fresno Retirement System.
12. 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. Applications 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.

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. This pay is pensionable under the City of Fresno Retirement System.
 - 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 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. This pay is pensionable under the City of Fresno Retirement System.

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. This pay is pensionable under the City of Fresno Retirement System.

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, SAFETY SHOES, & SAFETY GLASSES

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, Park Ranger I/II/Senior, Animal Resource Officer I/II/Senior, Property and Evidence Technicians, Crime Scene Technicians I/II/Senior, and Fire Prevention Inspector I/II/Senior
 - (1) New employees in these classifications who are required to purchase, maintain, and/or wear a uniform shall receive four hundred thirty-eight dollars (\$438) 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 seventy-three dollars (\$73) per month for uniform maintenance and replacement to be prorated on a pay-period-by-pay period basis. In the event the new employee voluntarily leaves the position within the first six (6) months, the employee shall reimburse the City for one-sixth (1/6) of the four hundred thirty-eight dollars (\$438) for each full calendar month to be prorated on a pay-period-by-pay-period basis.
 - (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 seventy-three dollars (\$73) 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-four dollars (\$24) per month, to be prorated on a pay-period-by-pay-period basis.
 - b. New Police Support Services Clerks/Technicians, Police Data Transcriptionists, and Rangemaster/Armorers, who are required to purchase, maintain, and/or wear a uniform shall receive two hundred seventy-six dollars (\$276) 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-six dollars (\$46) 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 seventy-six dollars (\$276) for each full calendar month, to be prorated on a pay-period-by-pay period basis.
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.
 5. Safety shoes for employees in Unit 3 shall be governed by the City of Fresno Illness and Injury Prevention Program (IIPP) and shall meet the CalOHSa General Industry Safety Order Foot Protection standards outlined in Title 8, Section 3385. The City will provide a voucher for employees in this Unit who are authorized or required to wear safety shoes for two hundred and fifty dollars (\$250) for the purchase of safety shoes, or the value of one (1) pair of approved shoes, whichever is less. When management determines that duties assigned to an employee require shoes which exceed the requirements of the CalOSHA General Industry Safety Orders, management may authorize a voucher of up to three hundred dollars (\$300). In either event, the employee shall pay any cost in excess of the amount of the voucher.

6. Employees who are required to wear prescription glasses and are required to wear protective eyewear in the performance of job duties pursuant to the City of Fresno IIPP shall be reimbursed for the purchase of prescription safety glasses up to one hundred twenty-five dollars (\$125) annually.

Employees requesting reimbursement for the purchase of prescription safety glasses must complete a Travel and Expense Reimbursement form provided by the Finance Department, obtain signature of the appointing authority or designee, attach proof of payment of prescription safety glasses, and submit the form to their department within ten (10) calendar days of incurring the cost.

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 \$1.45 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 \$2.30 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. This pay is pensionable under the City of Fresno Retirement System.

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 and as follows, except as may be modified by this MOU:
 - a. Work performed in excess of eight (8) hours on a regular workday shall be compensated at one and one-half (1 ½) times the applicable hourly rate.
 - b. Work performed on an employee's first regularly scheduled day off in a workweek shall be compensated at one and one-half (1 ½) times the applicable hourly rate.
 - c. Work performed on an employee's second regularly scheduled day off in a workweek shall be compensated at two (2) times the applicable hourly rate.
 - d. 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.
 - e. **An employee working a flexible work schedule shall be paid overtime if the employee meets all two (2) conditions below:**
 - (1) **The employee worked beyond their scheduled flexible work hours; and**
 - (2) **The total hours worked exceeded forty (40) hours in the work week.**
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.

- 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. * * * **If an employee is assigned standby duty, the standby compensation shall stop once they report to work and compensation for the call back assignment will begin, pursuant to this section.**
 - (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, or longer with supervisor approval, of being paged/contacted.
 - (1) Compensation - Premium pay for standby duty from the end of the shift of the first day to the beginning of the next shift shall be \$1.90 per hour. In the event an employee on standby duty is required to report to work, the employee will receive standby compensation until they report to work; thereafter, the employee will be compensated as provided in Article VIII, Section N., Subsection 3.a of this Agreement. In the event an employee on standby duty is not required to report to work, standby compensation will be in effect for the duration of their standby period. This pay is pensionable under the City of Fresno Retirement System.
 - (2) Time spent on standby duty shall not be considered hours worked.

O. SICK LEAVE AND ATTENDANCE

1. Sick Leave

- a. Employees shall accrue Sick Leave at the rate of eight (8) hours for each completed calendar month of employment.
- b. Sick Leave shall accrue during the probationary period but may not be used until the employee has completed ninety (90) days of employment.
- c. **Employees may use sick leave upon the oral or written request of an employee, and may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Family members include an employee's parent, (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic**

partner, or a person who stood in loco parentis when the employee was a minor child), child (a child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis – this definition of a child is applicable regardless of age or dependency status), spouse, registered domestic partner, sibling, grandparent, grandchild, or designated person.* * *

[§§ deleted]

- d. **Sick leave may also be used when an employee is a victim of domestic violence, sexual assault, or stalking. The City of Fresno may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence or a victim of sexual assault for using sick leave or other leave balances to take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.**
- f. **An employee who has no leave balances will be granted Leave Without Pay in accordance with FMC 3-104.**
- f. **An employer shall not require as a condition of using paid sick days that the employee search for or find a replacement worker to cover the days during which the employee uses paid sick days.**
- g. **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* * *.**
- h. **Using or attempting to use Sick Leave for an unauthorized purpose, misrepresentation related to the use of Sick Leave, may result in corrective and/or disciplinary action, up to and including termination.**

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

- a. **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.

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

The City of Fresno shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate through adverse action against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with their department or the Personnel Services Department either themselves or through the Association alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article or any applicable State or Federal laws, or opposing any policy or practice or act that is prohibited by this article.

There shall be a rebuttable presumption of unlawful retaliation if the City of Fresno denies an employee the right to use accrued sick days, discharges, threatens to discharge, demotes, suspends, or in any manner discriminates through adverse action against an employee within 30 days of any of the following:

- A. The filing of a complaint by the employee or FCEA on behalf of the employee with the Labor Commissioner or City of Fresno alleging a violation of this article.
- B. The cooperation of an employee with an investigation or prosecution of an alleged violation of this article.

C. Opposition by the employee to a policy, practice, or act that is prohibited by this article.

2. Attendance

- a. Members of this Unit shall not be subject to the provisions of AOs 2-19 and 2-20. Instead, FCEA Attendance Policy, Addendum II, incorporated into this MOU by this 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 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 as defined below, the employee shall be allowed to utilize Sick Leave, or other leaves if Sick Leave is not available, as is necessary to take care of funeral arrangements, or attend the funeral, but not to exceed five (5) days.

Immediate Family:

- Spouse or Domestic Partner
- Child (biological, adopted, foster, step, legal ward, child of domestic partner, or a person to whom the employee stands in loco parentis)
- Parent (biological, foster, adoptive, in-law, step, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child)
- Sibling (person related to another person by blood, adoption, or affinity through a common legal or biological parent)
- Grandchild
- Grandparent
- Designated person (any individual related by blood or whose association with the employee is the equivalent of a family relationship)

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, employees with ten (10) years or more of continuous employment but less than twenty (20) years of continuous employment are allowed to accrue four hundred twenty (420) hours of vacation leave, and employees with twenty (20) or more years of continuous employment are allowed to accrue 480 hours of Vacation Leave.

Years of Continuous Employment	Accrual Rate (Hrs./mo.)
Less than 5	8
More than 5 but less than 8	10
More than 8 but less than 14	11.33
More than 14 but less than 20	13
More than 20	15

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)
- Two (2) Personal Business Days (8 hours credited to Holiday Leave balance on July 1 and on January 1 of each year).
- Any day or part of a day declared by the Council, by ordinance or resolution, to be a holiday.

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. For employees who are regularly scheduled to work on Sunday, the holiday shall be observed on Sunday for purposes of compensation pursuant to this section. Except as expressly stated otherwise in this Section, employees will be required to work their regular schedule on a holiday unless they have an approved leave of absence.

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 Crime Scene Technician I/II/Senior shall receive 1.33 hours per month of Holiday leave.
9. Employees who are absent from duty on leave without pay or suspension without pay at the end of the employee's shift before the recognized holiday will not receive compensation for the holiday, unless they actually work the 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 * * ***more than 100 hours of Sick Leave** will be credited with an account for the employee under the HRA to be used to pay premiums for medical insurance (including COBRA premiums) and qualified medical expenses as defined in Internal Revenue Code Section 213(d), and further detailed in Internal Revenue Service Publication 502. **In addition, at the employee’s option, any amount of accumulated Holiday Leave or Special Holiday Leave may be credited to an account for the employee under the HRA.** 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 * * ***100** hours at the time of retirement multiplied by eighty percent (80%) 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.

If the employee opts not to cash out all of the employee’s accumulated Holiday Leave or Special Holiday Leave hours at the time of retirement, the remaining accumulated Holiday Leave or Special Holiday Leave shall be credited into an HRA account for the employee at one hundred percent (100%) of 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**

Resolution, multiplied by twelve (12) months then divided by 2,080 hours.

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

The HRA accounts shall be used pursuant to the City of Fresno Retiree HRA Plan Document. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

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

X. STATE DISABILITY INSURANCE (SDI)/PAID FAMILY LEAVE (PFL)

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/PFL) coverage plan.

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/PFL Plan.
3. The City shall maintain SDI/PFL through employee payroll deductions to be funded by employee contributions.
4. All employees who file SDI/PFL claim must notify the City within fourteen (14) calendar days of their claim date 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 use of 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. Employees who elect to integrate must provide Payroll with a copy of the Notice of Computation within fourteen (14) calendar days of the issue date or mail date on the Notice of Computation 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 beginning on the claim effective date provided on the Notice of Computation excluding the waiting period.
 - c. If an employee does not provide the Notice of Computation within fourteen (14) calendar days of the issue date or mail date no retroactive integration will occur unless exigent circumstances apply. For employees who provide the Notice of Computation after fourteen (14) calendar days of the issue date or mail date, integration will begin in the pay period an employee provides the City with the Notice of Computation and a signed leave integration agreement.
 - d. Integrating leave balances with SDI/PFL benefits will continue only if leave balances are available and the employee remains eligible to receive SDI/PFL benefits. Once integration begins, it will continue as long as leave balances are available and SDI/PFL benefits continue.
5. While integrating SDI/PFL benefits, employees will be considered to be in paid status for the purpose of leave accruals, holiday benefits, step increases 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.

If the employee does not act to integrate benefits or exhausts their available leave balances, the employee will be in a Leave Without Pay

(LWOP) status **and be subject to applicable eligibility for COBRA medical coverage.**

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. Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.
8. 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. 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%).

Z. CLASSIFICATION AND COMPENSATION STUDY

*** * *Upon ratification of this MOU, the City agrees to work with FCEA to complete a new classification and compensation study before December 31st of FY27.**

AA. VOLUNTARY LEAVE TIME (VLT) PROGRAM

Voluntary Leave Time (VLT) is a program by which an employee, with appropriate approval, can take additional time off during the fiscal year through a corresponding adjustment in pay. Except as noted in Section 12 below, employees may be allowed to take up to ninety-six (96) hours of leave under this program. The program is intended to reduce City expenses by allowing employees to take additional leave time without being replaced. Employees would have regular adjustments to each paycheck. This program is not intended to increase City costs by offering an advantage to any employee at the City's expense. Participation in the program is subject to the following guidelines:

1. Participation in this program is not available in work units which rely extensively on the use of wages/contract employees to meet ongoing operational requirements, as opposed to special or short-term projects.
2. Participation in the program is voluntary on the part of the employee and must be approved by the appointing authority. If more than one employee in a classification submits a Voluntary Leave Time Request Form for approval and they have overlapping periods of time which precludes the appointing authority from approving all of them, approvals will be made according to seniority in that classification. An employee denied because of this reason will be allowed to modify their VLTR Form and resubmit it.
3. The employee must complete and submit a Voluntary Leave Time Request Form to participate in the program. The form must be submitted to and approved by the appointing authority and must specify the dates and amount of time off the employee is requesting.
4. The appointing authority, after reviewing the proposed leave/work schedule, may either approve, disapprove, or decrease the number of hours proposed to be taken off depending upon the operating needs of the department. If an appointing authority reduces the number of hours proposed to be taken off, the employee may withdraw the request to participate in the program.

5. The department cannot fill behind an employee working a reduced work week with overtime, temporary help, acting pay (Municipal Code Section 3-260), or contract extra help.
6. Voluntary Leave Time cannot exceed ninety-six (96) hours in a fiscal year except as noted below in Section 13.
7. Credits toward Health and Welfare and retirement and leave accruals to which the employee is entitled, shall continue as though the employee was not on the voluntary leave time program. The employee will contribute to the Retirement System as if the employee were working full-time.
8. This Voluntary Leave Time program shall:
 - a. Be available to employees who are otherwise available for the normal performance of their duties;
 - b. Be available only to employees who have been employed by the City for twelve (12) consecutive months and who are either in permanent positions with permanent status or are in established unclassified positions, except as noted in Section 2 above or when waived in accordance with Section 13 below;
 - c. Apply toward time in service for step advancement and toward seniority for purposes of layoff;
 - d. Be granted without requiring an employee to first use accumulated vacation, compensatory-time-off, or other paid leave time;
 - e. Not be available to an employee who is otherwise on a leave without pay status;
 - f. Not be available to an employee who is on paid leave which is being exhausted prior to commencing other leave without pay;
 - g. Be taken on a scheduled basis that is mutually agreed upon by the appointing authority and the employee; and,
 - h. Not be available to any employee who is being counseled or disciplined under the FMC, City administrative orders, and/or City policies, procedures, rules and regulations.
 - i. Not supersede any current departments' vacation bidding process.
9. This program shall not result in overtime. However, an employee participating in this program, who is otherwise eligible for overtime, shall

have overtime calculated on the basis of the MOU for the employee's unit.

10. At the end of each fiscal year, the department and the City Manager's Office will review the impact that the Voluntary Leave Time program has had on department operations and the City's financial situation. The City, in its sole discretion, can discontinue the VLT program at any time, because of operating needs, or because the program no longer is beneficial to the City's financial situation.
11. Withdrawal from the program or a change in the number of hours requested shall only be granted if Payroll has not yet processed the request, or the appointing authority has decreased the number of hours requested, or the employee goes out on an extended medical leave of absence during the same fiscal year that the time off request was granted under this provision, or the employee is being disciplined under section 8(h) above. If the employee withdraws from the program after the beginning of the fiscal year and before completion of the 26 pay periods, appropriate adjustments will be made to the employee's pay. If such adjustments require that an FLSA non-exempt employee reimburse the City, agreement must be reached on a repayment schedule. If an FLSA non-exempt employee's employment with the City ceases prior to completion of the program, any amount due on the program will be taken from the employee's final paycheck. If an employee does not withdraw from the program in accordance with these terms and agreed upon time is not taken, the time is forfeited, and no reimbursement will be made. If the City imposes an involuntary furlough, employees may have approved VLT applied toward the involuntary furlough.
12. This program is not equivalent to job sharing or to PI or PPT positions.
13. At the discretion of the City Manager, in response to fiscal needs, the VLT maximum hours can be increased and may be extended to employees otherwise excluded in Section 8.b. above.

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 * * * that by this reference apply.

[§ deleted]

C. 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 Part-Time 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. WORKERS' COMPENSATION

The percentage of wages or salary received by employees holding a permanent position who suffers from an injury in the course and scope of City employment shall be the percentage established by the State of California workers' compensation laws set forth in the California Labor Code.

I. 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.

J. HOLIDAYS

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

K. NIGHT-SHIFT DIFFERENTIAL

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

L. SERVICE FEE

MOU Article VII applies to Permanent Part-Time employees.

M. 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.

N. FULL TIME

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

O. 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. Vacation Selection Process for Employees in the classes of Emergency Services Dispatcher I/II/III and Police Support Services Clerks/Technicians

a. Emergency Services Dispatchers I/II/III

During the month of February, all employees in the classes of Emergency Services Dispatcher I/II/III will sign up in rounds for vacation slots for the next fiscal year in an amount equal to the maximum Vacation Leave which would be accrued during the fiscal year for which the employee is scheduling vacation.

b. Police Support Services Clerks/Technicians Assigned to the Patrol Services Division:

During the month of November, employees in the classes of Police Support Services Clerk/Technician assigned to the Patrol Services Division will sign up in rounds for vacation slots for the next calendar year in an amount equal to the maximum Vacation Leave which would be accrued during the calendar year for which the employee is scheduling vacation.

c. Police Support Services Clerks/Technicians Assigned to the Records Bureau:

During the month of November, employees in the classes of Police Support Services Clerk/Technician assigned to the Records Bureau will sign up in rounds for vacation slots for the next calendar year in an amount equal to the maximum Vacation Leave which would be accrued during the calendar year for which the employee is scheduling vacation.

- d. The provisions of subsections 3.e. and 3.f. below apply to the vacation selection processes for ESDs and Police Support Services Clerks/Technicians in Patrol Services and Records Bureau.
- e. Vacation selection shall occur in rounds with each round being complete after sign ups for open vacation slots have been rotated through to each employee. During the first four (4) rounds, employees must sign up for vacation slots in weekly intervals, up to a maximum of four (4) weeks of Vacation Leave. Following the first four (4) rounds of vacation selection, if an employee is unable to sign up for vacation slots equal to the maximum Vacation Leave which would be accrued during the year they are scheduling vacation, they may participate in additional rounds of vacation selection including less than one week intervals until they sign up for the maximum amount of Vacation Leave. The vacation selection process will conclude once sufficient rounds have been completed for all employees to sign up for the maximum amount of Vacation Leave.
- f. Employees who are absent during the vacation selection process may sign up by a proxy of their choosing upon notification to their supervisor. The proxy will be allowed to select vacation on the absent employee's behalf during the absent employee's turn in the process.
- g. Probationary employees shall participate in the selection process and sign up for vacation slots that are available six (6) months following their date of appointment.

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. Community Services Officer I/II/Senior (CSO) - Patrol Division
 - 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:

<u>Watch</u>	<u>Hours</u>
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:

<u>Shifts</u>	<u>Hours</u>
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 Identification Section – Crime Scene Technician I/II/Senior

- 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. Crime Scene Technicians I/II/Senior 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 Crime Scene 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:

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

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

- e. Beginning the last week in October each year, all Crime Scene Technicians II/Senior work assignments in the Crime Scene Identification Section will be open for sign ups by seniority in classification for the following year.
- f. Any Crime Scene Technician II or Senior 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 Crime Scene Technician II or Senior 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 January 1st of each year.

Immediately following the sign-ups for work assignments Crime Scene Technician I/II/Senior may bid to schedule, by seniority in classification vacation in rounds, in an amount equal to the maximum vacation time accrued by the Crime Scene Technician for the calendar year during which the employee bids for vacation

scheduling. Said vacation shall be scheduled to be taken between January 1st following the bid and December 31st of each calendar year. The first two (2) rounds shall be limited to signups for consecutive weekly blocks. Rounds will continue until every member has had a chance to sign up for all eligible vacation hours.

- h. Probationary Crime Scene 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 Crime Scene Technician II. Upon promotion, a Crime Scene Technician II may apply for vacant positions as set forth in sub-section (e), above.
 - i. Crime Scene Technician I's with less than six (6) months of employment cannot use vacation time. However, Crime Scene 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 Crime Scene Technician(s) to meet operation and service needs of the department.
 - k. Crime Scene 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 Crime Scene 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 if possible.

C. 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.

D. 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 D.

E. 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 1700 hours of the day prior to the court appearance, the employee shall have the following apply for their compensation:

- a. Pay for court appearance standby duty shall be one hour at one and one-half (1 ½) times the employee's base rate of pay which may be taken as CTO by the employee.
- b. In the event an employee who is on court appearance standby duty at home, appears in court, the member shall be compensated for four (4) hours pay at one and one half (1 ½) times the rate of pay, or one and one half (1 ½) times the employees base rate of pay for the actual time of appearance, whichever is greater. This compensable time starts from the time the employee reports to the court at the directed appearance time through completion of the appearance.

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 1700 hours of the day prior to the court appearance, the employee shall have the following apply for their compensation:
 - a. Pay for court appearance standby duty on a work day, as described above, shall be one (1) hour at one and one half (1 ½) times the employee's base rate of pay.
 - b. In the event an employee who is on court appearance standby duty prior to or after their shift is required to appear in court, they shall also be compensated for a minimum of three (3) hours at one and one half (1 ½) times the employee's base rate of pay, or at one and one and one half (1 ½) times their base rate of pay for the actual time of the appearance, whichever is greater. This compensable time starts from the time the member is ordered to report to the court through completion of the appearance.
 - c. 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.
 - d. In the event an employee's appearance is required via telephone or other means of electronic communication in any judicial or administrative proceeding as a witness, the employee shall be compensated at a minimum of one (1) hour at one and one half (1 ½) times their base rate of pay, or at one and one half (1 ½) times their base rate of pay for the actual time of the appearance, whichever is greater.

- e. In the event a member is off on a regular day of work as a result of AWS, and is required to make a court appearance, the member shall be compensated for court time as if it was a regularly scheduled day off. Conversely, in the event a member is substituting as a result of AWS on a regularly scheduled day off/vacation/holiday/CTO/ EITO, the substituting employee shall be compensated as if it was a regularly scheduled day off.
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. The City and the Association agree to meet, as necessary, to discuss concerns involving the Court Liaison Program.

F. 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 until January 1, 2025, after which the number of family events per fiscal year will increase to three (3). Approval will be limited to one (1) employee per shift for Dispatch. When more than one Dispatcher is requesting time off for a non-city holiday on the same day, the employee who is granted time off shall be selected using a lottery system. The department shall have two (2) lotteries, one for Shifts A, B, and C, and one for Shifts D, E, and F. Both a winner and a runner-up shall be drawn in each lottery. Lottery winners will be required to take the requested shift off and may not trade or use AWS during that shift. Should the lottery winner cancel their time off for a family event more than 48 hours prior to the scheduled day off, the runner-up will be offered the opportunity to take time off for a family event that day. If the runner-up does not accept the time off for a family event that day, the department will not offer that day to any other employee for a family event. Approval will be limited to one (1) employee per shift for the Crime Scene Bureau. Time off pursuant to this section shall not include leaves protected by state or federal statutes. Employees taking time off pursuant to statutory leaves may do so consistent with City policy and law, and

shall not be subject to the lottery system described herein for such protected absences.

G. 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.
3. Any ESD III who voluntarily demotes shall retain seniority earned as a III in addition to time in the lower classifications for the purposes of bidding on vacation slots or shift assignments. Bidding rights for vacation slots or shift assignments shall not be applicable for any bidding process that is initiated and/or completed prior to the employee's return to the lower classification.

H. 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.

I. 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.

J. 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. This pay is pensionable under the City of Fresno Retirement System.

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.

K. 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.

L. 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.

M. 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

TERM

This MOU shall be in full force and effect from **June 16, 2025** through **December 27, 2026**, 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 27, 2026**.
- 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 3rd day of November, 2025.

FOR THE FRESNO CITY EMPLOYEES ASSOCIATION:

Signature on File

TONY SILVA
Labor Representative

Signature on File

SAM FRANK
Labor Representative

Signature on File

KESHAWN KEENE
Labor Representative

Signature on File

MARIBEL ESCARENO
Labor Representative

Signature on File

SUSAN MILLER
Labor Representative

Signature on File

MARLA WILLIAMS
Labor Representative

Signature on File

JESSE FIGUEROA
Labor Representative

FOR THE CITY OF FRESNO:

Signature on File

SUMEET MALHI
Director of Personnel Services

<p>APPROVED AS TO FORM CITY ATTORNEY'S OFFICE</p> <p><i>Signature on File</i></p> <p>BY: _____ Assistant City Attorney</p>
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SALARY SCHEDULE

TABLE I SALARIES EFFECTIVE OCTOBER 20, 2025					
CLASS TITLE	A	B	C	D	E
Account Clerk I	3237	3384	3536	3700	3877
Account Clerk II	3578	3742	3921	4098	4286
Accountant-Auditor I	5235	5475	5728	6006	6288
Accountant-Auditor II	5737	6002	6293	6592	6905
Accounting Technician	4319	4522	4735	4953	5187
Administrative Clerk I	3011	3143	3283	3434	3590
Administrative Clerk II	3590	3754	3925	4108	4297
Airports Credentialing Technician	4181	4376	4579	4797	5022
Airports Operations Officer I	5239	5497	5761	6049	6351
Airports Operations Officer II	5761	6049	6351	6669	7003
Airports Public Safety Agent I	4321	4518	4727	4946	5176
Airports Public Safety Agent II	4741	4961	5191	5438	5695
Animal Care Specialist I	3536	3714	3899	4094	4299
Animal Care Specialist II	3891	4085	4288	4503	4729
Animal Resource Officer I	4321	4518	4727	4946	5176
Animal Resource Officer II	4741	4961	5191	5438	5695
Animal Services Rep I	3610	3773	3944	4127	4321
Animal Services Rep II	3942	4125	4320	4516	4722
Associate Electrical Safety Consultant I	6541	6851	7181	7520	7882
Associate Electrical Safety Consultant II	7206	7551	7909	8289	8691
Associate Environmental & Safety Consultant I	6541	6851	7181	7520	7882
Associate Environmental & Safety Consultant II	7206	7551	7909	8289	8691
Associate Plumbing & Mechanical Consultant I	6541	6851	7181	7520	7882
Associate Plumbing & Mechanical Consultant II	7206	7551	7909	8289	8691
Billing System Specialist	4756	4980	5216	5450	5705
Budget Technician	4320	4519	4731	4954	5187
Building Inspector I	5980	6263	6560	6876	7201
Building Inspector II	6541	6851	7181	7520	7882
Building Inspector III	7206	7551	7909	8289	8691
Call Center Representative I	3942	4124	4327	4516	4723
Call Center Representative II	4334	4529	4739	4962	5194
Central Printing Clerk	3588	3753	3924	4108	4297
Chemist	5697	5972	6253	6553	6865
City Records Specialist	4305	4504	4715	4936	5171
Commercial Building Inspector	6541	6851	7181	7520	7882

TABLE I
SALARIES EFFECTIVE OCTOBER 20, 2025

CLASS TITLE	A	B	C	D	E
Community Recreation Assistant	4363	4558	4747	4939	5154
Community Revitalization Specialist	5836	6116	6409	6759	7041
Community Revitalization Technician	4060	4249	4446	4657	4876
Community Services Officer I	4321	4518	4727	4946	5176
Community Services Officer II	4741	4961	5191	5438	5695
Computer Systems Specialist I	6051	6331	6633	6952	7281
Computer Systems Specialist II	6633	6948	7279	7626	7995
Computer Systems Specialist III	7281	7630	7997	8381	8787
Construction Compliance Specialist	5003	5231	5482	5742	6010
Crime Scene Technician I	4789	5013	5249	5499	5760
Crime Scene Technician II	5249	5499	5760	6032	6323
Crime Specialist	6005	6289	6590	6905	7240
Customer Services Clerk I	3610	3773	3944	4127	4321
Customer Services Clerk II	3942	4125	4320	4516	4722
Cybersecurity Analyst	7281	7630	7997	8381	8787
Deputy City Clerk	3936	4118	4308	4509	4716
Development Services Coordinator	6123	6459	6773	7096	7436
Digital Forensics Analyst	7943	8343	8758	9196	9655
Emergency Services Call Taker	5368	5612	5820	6086	6343
Emergency Services Dispatcher I	5368	5612	5820	6086	6343
Emergency Services Dispatcher II	5809	6080	6368	6668	6974
Emergency Services Dispatcher III	6386	6679	7002	7301	7671
Engineer I	7603	7983	8382	8799	9240
Engineer II	8579	9010	9460	9933	10429
Engineering Aide I	3745	3912	4091	4281	4485
Engineering Aide II	4449	4659	4868	5095	5343
Engineering Inspector I	5985	6289	6572	6883	7216
Engineering Inspector II	6552	6861	7191	7535	7898
Engineering Technician I	4400	4605	4827	5042	5281
Engineering Technician II	5382	5645	5904	6180	6475
Environmental Control Officer	5619	5888	6160	6453	6756
Facilities Construction Specialist	5742	6008	6296	6594	6912
Fire Prevention Inspector I	5075	5312	5555	5827	6104
Fire Prevention Inspector II	5849	6116	6409	6724	7041
Firearms & Digital Forensics Technician	5500	5761	6033	6324	6624
Fleet Operations Specialist	5366	5616	5887	6164	6461
Geographic Information System (GIS) Specialist	7281	7630	7997	8381	8787
Geographic Information System Tech I	6047	6328	6628	6947	7275
Geographic Information System Tech II	6633	6946	7279	7626	7995
Graphics Technician	4721	4949	5188	5442	5707

TABLE I
SALARIES EFFECTIVE OCTOBER 20, 2025

CLASS TITLE	A	B	C	D	E
Helicopter Pilot	7157	7506	7873	8259	8667
Housing Rehabilitation Specialist	5817	6100	6402	6715	7041
Industrial/Commercial Water Conservation Representative	5628	5897	6170	6465	6770
Interpreter/Translator	6214	6557	6875	7204	7548
Laboratory Assistant	3929	4116	4306	4506	4715
Laboratory Technician I	4723	4945	5177	5418	5671
Laboratory Technician II	5187	5429	5685	5957	6241
Landscape Water Conservation Specialist	5612	5880	6160	6451	6756
Law Office Assistant	4718	4949	5189	5442	5705
Network Systems Specialist	7281	7630	7997	8381	8787
PAR Program Specialist	4060	4249	4446	4657	4876
Paratransit Specialist	4324	4528	4742	4956	5187
Park Ranger I	4321	4518	4727	4946	5176
Park Ranger II	4741	4961	5191	5438	5695
Parking Enforcement Officer I	3802	3959	4122	4284	4466
Parking Enforcement Officer II	4165	4342	4522	4704	4915
Parking Enforcement Officer III	4586	4771	4985	5189	5412
Phlebotomist	3929	4116	4306	4506	4715
Planner I	5731	5989	6276	6578	6893
Planner II	6217	6559	6879	7205	7550
Plans Examiner	6273	6557	6871	7208	7547
Plans and Permit Technician	5718	5985	6257	6564	6876
Police Data Transcriptionist	4588	4800	5023	5256	5503
Police Support Services Clerk	3808	3985	4168	4362	4563
Police Support Services Technician	4181	4376	4579	4797	5022
Principal Account Clerk	4319	4522	4735	4953	5187
Procurement Specialist	5424	5683	5950	6234	6531
Program Compliance Officer	4638	4866	5104	5351	5612
Programmer/Analyst I	6054	6338	6638	6958	7285
Programmer/Analyst II	6633	6948	7279	7626	7995
Programmer/Analyst III	7281	7630	7997	8381	8787
Programmer/Analyst IV	7996	8386	8792	9210	9654
Property & Evidence Technician	4718	4939	5171	5415	5670
Property Specialist I	5606	5877	6154	6444	6755
Property Specialist II	6495	6805	7133	7472	7833
Radio Dispatcher	3985	4164	4338	4529	4715
Radio Frequency Network Eng I	6633	6948	7279	7626	7995
Radio Frequency Network Eng II	7281	7630	7997	8381	8787
Rangemaster/Armorer	5500	5761	6033	6324	6624

**TABLE I
SALARIES EFFECTIVE OCTOBER 20, 2025**

CLASS TITLE	A	B	C	D	E
Real Estate Finance Specialist I	4545	4758	4974	5212	5458
Real Estate Finance Specialist II	5944	6224	6522	6829	7152
Recreation Specialist	4689	4905	5136	5378	5628
Retirement Counselor I	4318	4521	4734	4955	5187
Retirement Counselor II	4746	4967	5201	5447	5705
Right of Way Agent	7716	8103	8508	8933	9379
Safety and Training Specialist	5068	5314	5576	5847	6134
Senior Account Clerk	3935	4113	4302	4504	4716
Senior Administrative Clerk	3946	4129	4320	4521	4733
Senior Airports Public Safety Agent	5225	5470	5726	5991	6276
Senior Animal Care Specialist	4279	4493	4717	4954	5201
Senior Animal Resource Officer	5225	5470	5726	5991	6276
Senior Animal Services Rep	4813	5028	5261	5508	5767
Senior Call Center Representative	4730	4958	5197	5449	5713
Senior Commercial Building Inspector	7206	7551	7909	8289	8691
Senior Community Revitalization Specialist	6541	6848	7167	7513	7877
Senior Community Services Officer	5225	5470	5726	5991	6276
Senior Crime Scene Technician	5500	5761	6033	6324	6624
Senior Customer Services Clerk	4813	5028	5261	5508	5767
Senior Cybersecurity Analyst	7994	8384	8789	9208	9652
Senior Deputy City Clerk	4319	4518	4731	4953	5187
Senior Engineering Technician	5926	6207	6499	6810	7124
Senior Fire Prevention Inspector	6541	6848	7167	7513	7877
Senior Laboratory Technician	5782	6059	6348	6649	6966
Senior Network Systems Specialist	7994	8384	8789	9208	9652
Senior Park Ranger	5225	5470	5726	5991	6276
Senior Plans Examiner	6890	7212	7548	7914	8299
Senior Procurement Specialist	5950	6234	6531	6844	7168
Senior Property & Evidence Technician	5187	5432	5688	5953	6239
Senior Records Clerk	3935	4116	4307	4507	4715
Senior Secretary	4337	4539	4750	4969	5204
Senior Storeskeeper	4718	4939	5171	5415	5670
Senior Utility Service Representative	4744	4966	5201	5445	5705
Senior Water Systems Telemetry & Distributed Control Specialist	7994	8384	8789	9208	9652
Sr Radio Frequency Network Eng	7994	8384	8789	9208	9652
Staff Assistant	4337	4539	4750	4969	5204
Storeskeeper	4286	4487	4695	4915	5145
Survey Party Technician	5382	5645	5904	6180	6475
Tax/Permit Inspector	5075	5314	5557	5830	6105
Traffic Signal Operations Specialist	7272	7618	7987	8367	8776

TABLE I
SALARIES EFFECTIVE OCTOBER 20, 2025

CLASS TITLE	A	B	C	D	E
Transit Scheduler	7272	7618	7987	8367	8776
Tree Program Specialist	5365	5618	5889	6168	6461
Utility Service Representative I	3934	4115	4305	4506	4715
Utility Service Representative II	4318	4521	4731	4954	5186
Wastewater Reclamation Coordinator	5606	5877	6154	6444	6755
Water Conservation Representative	4059	4249	4446	4655	4875
Water Systems Telemetry & Distributed Control Specialist	6620	6933	7265	7611	7977

FCEA LEAVE OF ABSENCE POLICY - Addendum I

GENERAL PROVISIONS

Employees shall complete a * * ***Leave Request** 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.

[§§ deleted]

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

Military Leave shall be administered in accordance with Administrative Order 2-19.

[§§ deleted]

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 ***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 ***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.

[§ deleted]

It is the employee's responsibility to observe the established rules and regulations **and the terms of this M.O.U.** in relation to *****being tardy**.

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 ***submitted **and approved Leave Request in the manner required by the Department and/or workgroup** prior to commencement of the leave ***.
2. An employee's use of Sick ~~and Special~~ Leave shall be administered pursuant to *****Article VIII, Section O, of this M.O.U.**
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.

[§ deleted]

DISCIPLINE LEVELS

1. * * * **Excessive tardiness may subject an employee to corrective action as outlined in AO 2-14, which may result in progressive disciplinary action should the behavior continue uncorrected.**
2. Any employee who does not report to work in person or by telephone **without a valid reason such as incapacitation**, will be considered absent without leave, and subject to corrective action as outlined in AO 2-14, which may result in disciplinary action.

[§ deleted]

3. All progressive discipline resulting from* * * excessive tardiness shall be reviewed by the Personnel Services Department prior to issuance.