

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR**

**THE CITY OF FRESNO**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS, LOCAL 39**

**(Non-Supervisory Blue Collar - Unit 1)**

**June 16, 2025 – June 25, 2028**

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

## ARTICLE I

### PREAMBLE

#### A. PURPOSE

This Memorandum of Understanding and/or Collective Bargaining Agreement, hereinafter referred to as (“Agreement”) or (“MOU”), entered into by and between the City of Fresno, hereinafter referred to as (“the City”), and the International Union of Operating Engineers, Stationary Engineers Local 39, hereinafter referred to as (“the Union”), has as its purpose: the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment, and the rendering of more efficient, progressive service to the public. Any provisions in this MOU which are new or modified from the terms of the previous MOU are effective beginning the term of this MOU unless otherwise stated in this MOU.

#### 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 Agreement, the definitions and provisions contained in of Chapter 3, Sections 3-101, 3-201, 3-202, 3-501, and 3-601 of the Fresno Municipal Code, hereinafter FMC, shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

#### C. GOVERNING LAWS

The legal relationship between the City and its employees, and the City and the Union is governed by 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 Agreement, said laws shall govern.

## ARTICLE II

### EMPLOYEE RIGHTS

#### A. NONDISCRIMINATION

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

#### B. REPRESENTATION RIGHTS

The Union and the City agree that all employees in the Non-Supervisory Blue Collar Unit are guaranteed their rights as described in the Meyers-Milias-Brown Act.

1. "Scope of Representation" refers to all matters relating to employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Employee rights, as set forth in FMC Section 3-604, and City rights, as set forth in FMC Section 3-605, are excluded from the scope of representation.
2. The Union is the exclusive representative of all employees holding a permanent position within those classes in the Unit.

[§ deleted]

3. Upon request by the Union, and due to extraordinary circumstances specified in such request, a Department Director, or such other persons whom the Department Director shall designate, shall allow reasonable access by Union officers or their officially designated representatives for a limited time to job sites for the purposes of processing grievances or conducting business within the scope of representation, except as access is requested for purposes which are precluded by the last sentence of FMC Section 3-622. Except as the granting of such requests shall unreasonably interfere with departmental operations or established safety or security requirements, such requests shall be granted.

## ARTICLE III

### CITY RIGHTS

#### A. GENERAL

1. It is understood and agreed that the City of Fresno reserves and retains all its inherent managerial rights, powers, functions and authorities. The exclusive rights of the City include, but are not limited to, the right to:
  - a. determine the mission of its constituent departments, divisions, commissions, and boards;
  - b. set standards of service and municipal fees and charges;
  - c. determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
  - d. direct its employees;
  - e. take disciplinary action;
  - f. relieve its employees from duty because of lack of work or for other legitimate reasons;
  - g. maintain the efficiency of governmental operations;
  - h. determine the methods, means, and personnel by which government operations are to be conducted;
  - i. determine the content of job classifications;
  - j. take all necessary actions to carry out its mission in emergencies;
  - k. exercise complete control and discretion over its organization and the technology of performing its work.
2. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
3. All City rights formerly or presently claimed by or vested in the City on the effective date of this Agreement, even though not specifically set forth in Section A above, are retained by the City unless clearly and explicitly modified or restricted in this Agreement; provided, that notwithstanding any provisions of this Agreement, no City right shall be deemed waived, modified, or restricted unless such waiver, modification or restriction is explicitly and specifically approved by the Council.

## ARTICLE IV

### RECOGNITION

#### A. UNIT RECOGNITION

1. The City acknowledges the Union as the recognized employee organization representing the 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, and to make every reasonable effort to reach agreement on a successor Agreement at least one **(1)** week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order 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, the City shall accept proposals from the Union as early as five (5) months prior to **the** expiration of the MOU.
2. There shall be no more than one **(1)** revocation of representation election during the term of this Agreement.

#### B. RECOGNITION OF UNIT DESCRIPTION

The Non-Supervisory Blue Collar Unit consists of all employees holding a permanent full-time position, as defined in FMC Section 3-202 (p) (4), in one **(1)** of the classes listed in Exhibit 1 of any current salary resolution, or in such other class as may be added to the Unit in the manner designated in the FMC.

#### C. AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

1. The City's principal authorized agent shall be the City Manager or duly authorized representative as provided for under FMC Section 3-615 (address: 2600 Fresno Street, Fresno, California 93721).
2. The Unit's principal authorized agent shall be the Business Manager of Local 39 or duly authorized representative (address: 337 Valencia Street, San Francisco, California 94103; telephone: (415) 861-1135). Local 39 recognizes FMC Section 3-615 and pursuant to such, agrees to meet and confer in good faith promptly upon reasonable request by the City and to continue every reasonable effort to reach agreement on matters within the scope of representation.

#### D. RECOGNITION OF MUTUAL OBLIGATION

The Union and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth herein, and to adhere in good faith to the terms and conditions set forth in this Agreement.

#### E. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this Agreement.
2. No unlawful strikes or work stoppages by City employees, as defined in Section 3-624 of the FMC, or applicable State bargaining laws, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Union or its members during the term of this Agreement.
3. During the term of this Agreement, the Union will not condone or support so-called "sympathy strikes" where a strike or work stoppage is declared by another Union."

#### F. EXCHANGE OF INFORMATION

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

City Information - On a regular basis, the City shall provide to the Union a copy of amendments to the Administrative Orders, new and amended salary resolutions, new and amended position authorization resolutions, job bulletins for classes in this Unit, and copies of new and revised class specifications prior to promulgation, of which such class specification copies shall serve as notice to the Union relative to effects bargaining.

#### G. UNION BULLETIN BOARDS

The Union may use bulletin boards designated by the City to post materials related to Union business (political advertisements shall not be considered Union material). Any materials posted must be dated, initialed by the Union representative responsible for the posting, and a copy of all materials posted must be distributed to the department head or designee at the time of posting. The Union agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted.

H. NOTICE FOR REQUEST OF LEAVE TO ATTEND MEET AND CONFER SESSIONS

The Union shall provide the City not less than two (2) days prior notice when requesting leave with or without pay to attend meet and confer sessions. When two days' notice cannot be provided, notice shall be provided as soon as possible. This Section shall not be interpreted to require the City to grant any such leave, but instead is intended to provide prior notice of requests for leave, so that the City may attempt to allow such leave with a minimum of interruption of schedules and operations.

I. ACCESS TO CITY FACILITIES

Access to City facilities shall be governed by the provisions of FMC 3-622, as the same may be amended from time to time.

J. NEW EMPLOYEE ORIENTATION

The Personnel Services Department (PSD) provides a new employee orientation program to all new City employees (i.e., NEO). PSD will notify the Union at least ten (10) calendar 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 the Union, unless the City is unable to reasonably do so because of an unforeseeable urgent need critical to City operations.

A representative selected by the Union will be invited to the NEO meeting room immediately prior to a session to be conducted by the bargaining unit and will be introduced by a City staff member. The Union will be provided an opportunity to meet with new bargaining unit members during the NEO. The session will be scheduled for thirty (30) minutes. This session will not be held if there are no new bargaining unit members attending the NEO or if the Union representative is not available.

K. BY-LAWS

The Union 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 revised.

## ARTICLE V

### \*\*\* GRIEVANCES AND USE OF HEARING OFFICER IN DISCIPLINARY ACTION

[§§ deleted]

#### A. GRIEVANCES

1. A grievance is a dispute concerning the interpretation or application of any existing City policy, practice, written rule or regulation governing personnel practices or working conditions, including this Agreement. 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 Employee Relations Board unfair employer-employee relations charge or fact-finding procedure, or as outlined below.

Grievances regarding probationary demotions/terminations and disciplinary actions excluded from the Civil Service Board process, shall not proceed past Step 2 of the Grievance Procedure.

2. A written grievance must set forth the rule, regulation, policy, or practice claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought or it will be returned to the grievant for appropriate completion. 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 (GAC), or to an arbitrator if arbitration has been elected under Step 3 below. The Committee or arbitrator shall rule on the dispute before proceeding with the hearing. The Committee or arbitrator will be bound by the agreement of the parties regarding timeliness unless the parties have mutually agreed to waive time lines.
3. Union Officers and Stewards designated under Article IV, Section F of this Agreement 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 the procedure.
4. The procedure and sequence in filing and processing a grievance shall be as follows:

#### Step One - Filing the Grievance

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

- a. If the grievance is not settled through this discussion a written grievance may be filed with the grievant's immediate supervisor or designee. A written grievance must be filed, with a copy being sent to the Union and Labor Relations Division, within twenty-one (21) calendar days from the time the grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.
- b. Upon receipt of a written grievance, the immediate supervisor or designee shall give the grievant a written reply within fourteen (14) calendar days.

#### Step Two - Department Head Review

Should the grievant not be satisfied with the answer received from grievant's immediate supervisor or designee, the grievant may within fourteen (14) calendar days file an appeal to the department head or designee. The department head or designee shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate, and provide a written answer to the appeal explaining clearly the decision or proposed action and reasons thereof. The department head or designee may confer with the grievant and appropriate supervisors in an attempt to bring about a mutually acceptable solution.

#### Step Three - Mediation/GAC/Binding Arbitration

- a. Only the Union can move a grievance to Step Three.
- b. If the grievant is not satisfied with the decision of the department head or designee, the Union may, within fourteen (14) calendar days after receipt of the written reply, file a request for a review of the department head's or designee's decision to the Grievance Advisory Committee or through binding arbitration as outlined in Subsection e. below.
- c. The City and the Union may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Grievance Advisory Committee or binding arbitration when the issue is one over which the grievant's supervisor or designee, or department head or designee has no jurisdiction.

- d. The City and the Union 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 or binding arbitration. Time limits for processing of the grievance are automatically extended for as long as mediation is in process.
- e. The Union shall be limited to two (2) requests for binding arbitration per fiscal year on a grievance that involves a dispute concerning the interpretation or application of an existing City policy, practice, written rule or regulation. There shall be no limitation on requests for binding arbitration dealing with MOU interpretation or application. Any request for binding arbitration that does not meet the requirements of this Subsection shall not be processed, and such grievance concludes at Step One above.

The arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issues, or issues, and render a written decision and reasons for the opinion within thirty (30) calendar days following the closing of the arbitration hearing, unless the period has been mutually extended in writing by all parties. The decision shall be sent to the Labor Relations Division and to the Union. The arbitrator's decision shall be final and binding.

- f. The Grievance Advisory Committee (GAC) shall be comprised of three (3) members: one selected by the Grievant, one selected by the City and the chairperson. The GAC chairperson or arbitrator may be chosen either by mutual agreement of the Union and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the GAC chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the GAC shall be comprised exclusively of the selected neutral. The City and the Union shall select a chairperson or arbitrator within fourteen (14) calendar days of the receipt of a grievance requesting review by a Grievance Advisory Committee by the Labor Relations Division or upon receipt of the list of neutrals from State Mediation and Conciliation Service.

Fees and expenses of the chairperson or arbitrator shall be paid half by the City and half by the Union, provided, however, that the GAC or arbitrator may recommend that the City or the Union, 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 or arbitration would not have been necessary.

- g. From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.
- h. All time limits herein may be extended by mutual agreement of the parties. The parties agree that if a time limit for filing a grievance, grievance appeal, or response ends on a Saturday, Sunday, or holiday as listed in this Agreement, the time limits shall be extended to the next regular business day.
- i. The Grievance Advisory Committee shall talk to the employees and the supervisor involved to set forth in writing the facts of the particular situation as objectively as possible and recommend a solution to the City Manager or designee within thirty (30) calendar days of its last meeting.
- j. If the grievance has been submitted to a GAC, the City Manager or designee shall review the decision of the department head or designee and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.
- k. Failure of the grievant to file an appeal within the specified time limit for any but the first step of the procedure 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 any further action required of the grievant.

**B. USE OF HEARING OFFICER IN DISCIPLINARY ACTIONS INITIATED BY CITY**

Use of a hearing officer in disciplinary actions shall be in accordance with FMC Section 3-283.

## ARTICLE VI

### DUES DEDUCTION

#### A. GENERAL

1. The City shall deduct the dues or benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. The City shall stop dues deductions or benefit premium deductions, or both, upon receipt of notice from the Union that authorization has been provided to the Union by members in the Unit. Should there be a dispute regarding the deduction of dues, the Union shall provide the City with a copy of the authorization(s) signed by the employee.
2. The Union, 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. **Dues deductions will be terminated when an employee leaves the Unit.**

#### B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

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

#### C. DUES DEDUCTION

1. Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by Stationary Engineers, Local 39.
2. Dues deductions will be transmitted at least monthly.
3. The City agrees to provide the Union with an electronic file that shows the total amount authorized for deduction from each member's check.

## ARTICLE VII

### COMPENSATION AND BENEFITS

#### A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this Agreement, shall be continued without alteration during the term of this Agreement. **All economic benefit modifications in this MOU shall be effective at the beginning of the first full pay period following Council approval, unless explicitly stated otherwise in the MOU.**

#### B. SALARIES/PENSION

##### 1. Salaries

**Effective at the beginning of the first full pay period following Council approval, the base rate of pay of all permanent employees in this unit active at the beginning of the first full pay period following Council approval will be increased by four and one-half percent (4.5%) as reflected on Exhibit I, attached hereto and incorporated by reference.**

**Effective June 15, 2026, the base rate of pay of all permanent employees in this unit shall be increased by three percent (3%), and shall be reflected on Exhibit II, attached hereto and incorporated by this reference.**

**Effective June 14, 2027, the base rate of pay of all permanent employees in this unit shall be increased by three percent (3%), and shall be reflected on Exhibit III, attached hereto and incorporated by this reference.**

[§§ deleted]

##### 2. Pension Contribution

###### a. Contributions for Employees Hired On or After May 29, 2017:

Employees hired by the City on or after May 29, 2017, shall make an additional contribution equal to 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. Employees hired by the City prior to May 29, 2017, who enter Unit 1 on or after May 29, 2017, and were paying an additional one and one half percent (1.5%) of their pensionable

compensation immediately prior to entering Unit 1, 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. 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 who separate City employment regardless of reason and withdraw their employee contributions from the Retirement System between the date this agreement is approved by the City, and the effective date of a Fresno Municipal Code amendment pursuant to the provisions in this Section will have an amount equivalent to the additional one and one half percent (1.5%) the employee contributed pursuant to these provisions refunded by the City of Fresno.

b. Contributions for Employees Under Proposed Fresno Municipal Code Amendment:

After this MOU becomes effective, the City will provide notice to all affected bargaining units of its intent to recommend consideration of an amendment to the Fresno Municipal Code to allow the additional one and one half percent (1.5%) contribution to reduce the City's contribution amount to stop and to become part of the Member Normal Contribution Rate set forth in the Employees Retirement System ("Retirement System"). If the Municipal Code is so amended, the City and the Union agree that, on the first pay period following the date the new FMC provision goes into effect, the following will apply if approved by the City Council:

Members of the Retirement System who are paying an additional 1.5% into the Retirement System shall have their Member Normal Contribution Rate increased by an additional one and one half percent (1.5%) which will be added to their existing Entry Age Normal Contribution Rate effective the date the Fresno Municipal Code amendment becomes effective.

If the process of amending the Municipal Code as outlined above is not completed within 12 months of approval of this MOU, the parties agree to a

limited reopener on the additional pension contribution of one and one half percent (1.5%). Any modification of this provision will require mutual agreement.

[§ deleted]

### C. OVERTIME

Departments shall endeavor to distribute overtime work as equally as practical within a work unit, with the understanding that many qualifying factors, such as expertise, job location, employee availability, etc. can and will influence overtime assignments.

1. Employees shall be paid for overtime 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. Employees Working a 5/8 Schedule:

- (1) Work performed in excess of eight (8) hours on a regular workday and work performed on the employee's first regular day off but not a holiday shall be compensated at one and one-half (1-1/2) times the applicable hourly rate.
- (2) Work performed on the employee's second regular day off shall be compensated at two (2) times the applicable hourly rate.

b. Employees Working a 4/10 Schedule:

All employees who work a regularly scheduled workday of ten (10) hours during a regularly scheduled workweek of four (4) days shall be compensated for approved overtime work by additional pay as follows:

- (1) Work performed in excess of ten (10) hours in one (1) day or on either or both of the first two (2) scheduled days off in a workweek shall be compensated at one and one-half (1-1/2) times the applicable hourly rate.
- (2) Work performed on the third scheduled day off in a workweek, shall be compensated at two (2) times the applicable hourly rate.

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

2. It is the policy of the City that overtime work is to be discouraged. However, in case of emergency or whenever the public interest requires, the Chief Administrative Officer, or any department head or designee with respect to any employee in the department head's or designee's department, may require an employee to perform overtime work.
3. There shall be no pyramiding or duplication of overtime or premium **pay** rates.
4. If an employee is required to work during the employee's meal period with the approval of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable overtime hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift.
5. Refer to Article VII, Section **G** Subsection 1. for compensation for working on a holiday.
6. The City shall not adjust a regular workweek schedule during said workweek to avoid the payment of overtime.
7. Overtime shall be credited in units of one-tenth of an hour. Overtime shall not be credited for units of overtime less than one-tenth of an hour, and fractional units of overtime less than one-tenth of an hour shall not accumulate.
8. Assignment of Overtime

The procedures in this sub-section (sub-section 8) shall not apply to the Water Distribution mandatory overtime list for stand-by/emergency operations. In the event the procedures outlined in this subsection create an operational inefficiency, the parties agree to meet and confer on separate provisions which shall be incorporated via side letter to this MOU upon mutual agreement.

- a. The Personnel Services Department shall maintain a list of work units. Any changes to the list will be provided to the Union in advance of the change.
- b. Managers of work units must post and maintain a sign up list for voluntary overtime in an area accessible to all employees in the work unit. Employees who wish to work voluntary overtime shall add their name to the voluntary overtime list. Employees may remove their name or add their name to the list at any time. Employees who add

their name to the list will be added in order of their respective seniority rank.

c. Available overtime assignments will be staffed as follows:

- (1) Overtime assignments will first be staffed by employees who have signed up on the voluntary overtime list by work unit. Management will contact employees from the voluntary overtime list in seniority order by classification. After the most senior employee(s) accepts the overtime assignment, declines the overtime assignment, or does not respond to the City's attempt to contact the employee, the City will contact the next most senior employee until the overtime assignment is staffed. If an employee works, declines, or does not respond to Management's attempt to contact the employee, the employee will be moved to the bottom of the list and will rotate through the list. If the overtime work is planned at least two (2) days in advance, **each** employees will have \*\*\* **thirty (30) minutes** to respond to the offer of overtime \*\*\*. **Management may continue to contact the next names on the voluntary overtime list while waiting for a response from each employee contacted.**
- (2) If it is not possible to staff the overtime assignment from the voluntary overtime list, consistent with the provisions in subsection c(1) above, qualified employees will be required to work overtime and will be assigned in reverse seniority order in rotation, unless management is able to staff the assignment with volunteers from other work units.
- (3) Overtime which is the result of a need to finish work, or an assignment which started during the regular work day will, absent extenuating circumstances, be completed by the employee(s) who are doing the work or assignment.
- (4) In the event a work unit assigns employees to be on standby duty, overtime will be performed by the employee(s) assigned standby unless the unplanned overtime is the result of a need to finish work pursuant to subsection c(3) above. All other overtime assignments will be assigned consistent with subsections c(1) and c(2) above.
- (5) The City reserves the right to determine whether or not an employee possesses the **required** qualifications, **knowledge, skills, and training** necessary to perform the scheduled overtime work.

- (6) Employees on the voluntary overtime list who are on unscheduled leave during their regularly assigned work shift prior to the overtime assignment will go to the bottom of the list and will not be eligible to work overtime until the list goes through an entire rotation.
- (7) Employees on the voluntary overtime list who are on scheduled leave during their regularly assigned work shift prior to the overtime assignment will be contacted for an overtime assignment consistent with subsection c(1) above.
- (8) Employees who are assigned overtime in accordance with this provision who do not report for the overtime will be removed from the voluntary overtime list for a period of three (3) months and may be subject to disciplinary action.

**9. The parties agree to meet and confer regarding overtime provisions for the Wastewater Treatment Plant – Plant Ops section during fiscal year 2026-2027.**

[§§ deleted]

**D. COMPENSATORY TIME OFF (CTO)**

Employees may accrue CTO in lieu of cash for **Overtime \*\*\* worked or in lieu of payment for a Call Back and Telephone Calls/Electronic Communications**, subject to the limitations noted below.

1. Maximum Accrual

CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for **\*\*\* Overtime worked; in lieu of payment for a Call Back, including the two-hour minimum, pursuant to Article VII, Subsection E(4); and Telephone Calls/Electronic Communications, including the twelve-minute minimum, pursuant to Article VII, Subsection E(4)(d)**. The employee may accrue a CTO balance not to exceed eighty (80) hours. Employees who have reached the maximum accrual (80 hours) shall be given cash payment for additional overtime hours worked until such balance has been reduced below the maximum allowable amount of eighty (80) hours.

2. CTO Usage

Employees may use CTO for time off. The use of accumulated CTO shall be requested, and subject to approval, the same manner as is vacation.

3. Cash Out

Employees may request cash out of any accrued CTO hours at their current base rate of pay at any time. The balance may also be cashed out by the City at the employee's base rate of pay upon separation from employment or in the last pay period of each fiscal year if not carried over to the next fiscal year pursuant to Subsection 4 below.

4. Carry Over

Employees may carry over a maximum of forty (40) hours of their CTO balance to the next fiscal year. A request for carry over of hours, including the number of hours to be carried over, must be submitted in writing to the department/division no later than May 30 of each year.

E. PREMIUM PAY

1. P.M. Hours Premium Pay

If one-half ( $\frac{1}{2}$ ) or more of an employee's regularly scheduled shift hours fall between the hours of 5:00 p.m. and midnight, the night shift premium pay will be \$1.45 per hour for all actual hours worked that shift. If one-half ( $\frac{1}{2}$ ) or more of an employee's regularly scheduled shift hours fall between the hours of midnight and 8:00 a.m., the night shift premium pay will be \$2.30 per hour for all actual hours worked that shift. This pay is pensionable under the City of Fresno Retirement System.

2. Height Work

Employees on specific assignment from management, working on poles, towers other than a tower erection, or trees at a height of 50 feet or more shall receive double their base rate of pay for all actual hours worked at such heights.

3. Standby Pay

a. Standby duty may be assigned at the discretion of management. Standby duty shall be assigned on a rotating basis in accordance with sub-section c. below. An employee assigned standby duty will be required to carry a \*\*\* City cell phone and shall refrain from consuming alcohol or taking any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one (1) hour of being paged or called. Standby pay shall be \*\*\* **\$2.00** per hour. This pay is pensionable under the City of Fresno Retirement System.

b. Time spent on standby duty shall not be considered hours worked. In the event an employee on standby duty is required, and does report to the work site after leaving the assigned work area for the day, the employee will be compensated as provided in Article VII, Section **E.**, Subsection **4a.** of this Agreement. In the event an employee on standby duty responds to a telephone call regarding City work, but does not report to the work site, the employee shall be compensated as provided in Article VII, Section **E.**, Subsection **4d.** of this Agreement.

c. Standby Rotation

(1) For standby assignments that are assigned, either on an annual or seasonal basis, employees will be rotated through standby assignments in seniority order by classification within the work unit. The most senior employee will receive the first assignment. The next most senior employee will receive the next assignment, and so on until all employees have been assigned. The assignment will then again go to the most senior employee.

Employees who are not available for the entire duration of their scheduled standby assignment due to unscheduled leave will be moved to the bottom of the rotation and will rotate through until they have worked a standby assignment. Employees who are not available for a portion of their scheduled standby assignment due to unscheduled leave will resume their standby assignment upon returning to work.

If an employee is not available for any portion of their assigned standby assignment because of unscheduled leave, the standby assignment will be staffed pursuant to subsection c(2) below.

(2) Voluntary and Mandatory Standby

If standby assignments are assigned on an annual or seasonal basis, departments shall post and maintain a voluntary standby list in an area accessible to all applicable employees whereby employees may volunteer to work the standby assignment of an employee absent due to unscheduled leave. The voluntary standby list will be used to cover the standby assignment of an employee absent on unscheduled leave on a daily basis.

Employees may add or remove their name from the voluntary standby list at any time. Employees who add their name to the list will be added in order of their respective seniority rank.

Based on operational need, the voluntary standby list may be established by work unit or department division.

Management will first attempt to fill the standby assignment of the employee on unscheduled leave by contacting employees on the voluntary standby list in seniority order in the same job classification of the employee absent due to unscheduled leave.

If the standby assignment cannot be filled by an employee on the voluntary standby list in the same job classification of the employee on unscheduled leave, management will then contact employees on the voluntary standby list in seniority order who possess the required qualifications to perform duties required of the standby assignment, e.g., a requisite certification.

After the most senior employee accepts the standby assignment, declines the standby assignment, or does not respond to the City's attempt to contact the employee, the City will contact the next most senior employee until the standby assignment is staffed. If an employee works, declines, or does not respond to Management's attempt to contact the employee, the employee will be moved to the bottom of the voluntary standby list and will rotate through the list.

When an employee is at the top of the voluntary standby list and it is their turn to work the next voluntary standby assignment due to an employee absent on unscheduled leave but is on unscheduled leave themselves, the employee will go to the bottom of the voluntary standby list and will not be eligible to work voluntary standby until the list goes through an entire rotation.

Employees on the voluntary standby list who are on scheduled leave when they are at the top of the list for a voluntary standby assignment will be contacted for a standby assignment consistent with this subsection.

If it is not possible to staff the standby assignment of an employee on unscheduled leave from the voluntary standby

list, employees in the same job classification or employees who possess required qualifications, e.g., a requisite certification, will be assigned mandatory standby in reverse seniority order in rotation on a daily basis.

Employees who are assigned standby, either voluntary or mandatory, who do not report for their standby assignment, may be subject to corrective/disciplinary action.

In addition, employees on the voluntary standby list who are assigned standby in accordance with this subsection who do not report for their standby assignment will be removed from the voluntary standby list for a period of three (3) months.

(4) Standby Assignment Forfeiture

Employees may forfeit all or a portion of their scheduled standby assignment. Employees wishing to forfeit any portion of their scheduled standby assignment must secure a replacement employee to work the scheduled standby assignment under the following criteria:

- (a) The replacement employee must be assigned to the same work unit or department division consistent with the establishment of the voluntary standby list;
- (b) The replacement employee must be in the same job classification of the forfeiting employee or possess the requisite qualifications to perform duties required of the standby assignment, e.g., a required certification; and
- (c) The replacement employee may not already be scheduled to work their own standby assignment on the forfeited days.

Employees forfeiting multiple days of a scheduled standby assignment may secure different qualifying employees to fulfill their standby assignment each day.

Employees wishing to forfeit any portion of their scheduled standby must submit a written request for approval to their manager or designee including the date(s) of the forfeiture and name(s) and job classification(s) of the employee(s) fulfilling the forfeited standby assignment at least three (3)

calendar days prior to their scheduled standby assignment.

Employees who forfeit a portion of their scheduled standby assignment will resume standby for the remainder of their assignment. Employees who forfeit their entire standby assignment will be moved to the bottom of the standby rotation.

- (5) The City reserves the right to determine whether or not an employee possesses the qualifications necessary to perform the standby assignment.
  
- d. Employees on standby who are not assigned a City vehicle who receive a call back assignment may receive mileage reimbursement for travel to and from the designated call back location at the Internal Revenue Service (IRS) standard mileage rate in effect at the time of travel. Mileage reimbursement shall be in accordance with provisions of Administrative Order (AO) 2-2.

4. Call Back Pay

a. Working On-Site

- (1) Employees **on a 5/8 schedule who are** called back \*\*\* to work without prior notice \*\*\* after they have left the assigned work area for the day, **or employees who are called back to work on the employee's first day off**, shall receive pay for a minimum of two (2) hours at \*\*\* **one and one-half (1-1/2)** times the employee's base rate of pay commencing from the time the employee receives the call and ending when the employee returns home \*\*\*. **If an employee is called back less than two (2) hours prior to an employee's scheduled shift, the employee will be paid one and one-half (1-1/2) times the employee's base rate of pay commencing from the time the employee receives the call and ending when the employee's scheduled shift starts. At the start of the employee's scheduled shift, the pay rate will revert to the employee's base rate of pay, unless the call back precedes a scheduled overtime shift.**
  
- (2) An employee **on a 5/8 schedule who is** called ~~in~~ **back** to work on the employee's second day off will be paid a minimum of two (2) hours at two (2) times the employee's base rate of pay commencing from the time the employee receives the call and ending when the employee returns home \*\*\*. **If an employee is called back less than two (2) hours prior to**

an employee's scheduled shift, the employee will be paid two (2) times the employee's base rate of pay commencing from the time the employee receives the call and ending when the employee's scheduled shift starts. At the start of the employee's scheduled shift, the pay rate will revert to the employee's base rate of pay, unless the call back precedes a scheduled overtime shift.

- (3) Employees on a 4/10 schedule **who are called back to work** will get one and one-half (1-½) times the employee's base rate of pay on the employee's first and second day off, and will receive two (2) times the employee's base rate of pay on the employee's third day off.
- (4) If a call **back** continues past midnight and rolls into the following work day, the entire call **back** will be paid at the rate effective at the start of the call **back**.
- (5) **In no instance shall an employee receive call back pay for more hours than the time for which an employee is assigned standby.**
- (6) **Refer to Article VII, Section G Subsection 1. for compensation for working on a holiday.**

b. **Cancelled Call Back**

- (1) If a call back is cancelled prior to the employee leaving their home for the call back location, the employee shall be paid for one (1) hour at the applicable overtime rate.
- (2) If a call back is cancelled before the employee arrives at the call back location, the employee shall be paid for two (2) hours at the applicable overtime rate and travel time.

c. **Travel Time**

- (1) Employees who are called back to work and return home shall be paid for one-half (1/2) hour of travel time each way at the applicable overtime rate.
- (2) If a call back precedes an employee's scheduled shift and the employee reports directly to work for their scheduled shift from a call back location, the employee shall be paid for one-half (1/2) hour of travel time one way at the applicable overtime rate.

d. Telephone Calls/Electronic Communications

- (1) Employees who are contacted outside of their scheduled work hours to assist with City work that must be accomplished, but are not called to a worksite, shall receive a minimum of twelve (12) minutes of pay for each such communication.
- (2) Communication such as attempts to locate the employee or provide information on changes in work schedules are not compensable for the purpose of this provision.
- (3) Communication received after leaving the assigned work area for the day, or on the employee's first day off, shall be paid at one and one-half (1 ½) times the employee's base rate of pay.
- (4) Communication received on the employee's second day off will be paid at two (2) times the employee's base rate of pay.
- (5) Employees on a 4/10 schedule will get one and one-half (1 ½) times the employee's base rate of pay on the employee's first and second day off, and will receive two (2) times the employee's base salary on the third day off.

e. **There shall be no pyramiding or duplication of premium pay rates or overtime.**

5. Permit-Required Confined Space Pay

Employees specifically assigned to work in a hazardous Permit-Required Confined space as defined by CAL-OSHA under Title 8 of the California Code of Regulations, Section 5157, shall receive a pay differential of \$1.90 per hour for each hour or portion thereof while working in the space as assigned. This pay is pensionable under the City of Fresno Retirement System.

6. Code Enforcement/Abatement Team and Solid Waste/Homeless Assistance Response Team (HART)

Employees in the Code Enforcement Division of the City Attorney's Office who are specifically assigned to the Abatement Team and employees in the Solid Waste Division of the Department of Public Utilities who are specifically assigned to HART shall receive a monthly premium pay of one hundred dollars (\$100) per month. Employees who are not specifically assigned to either team but may be assigned to assist on a day-to-day basis shall receive a daily premium pay of five dollars (\$5) per day if on a 5/8

schedule, or six dollars and twenty-five cents (\$6.25) per day if on a 4/10 schedule, not to exceed one hundred dollars (\$100) in any calendar month. This pay is pensionable under the City of Fresno Retirement System.

7. Certificates

Certificate 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. **Certificate Pay will not be applicable for those classifications where the certification is a minimum qualification for the classification, unless otherwise specifically stated within the subsection.**

- a. Body and Fender – Employees in the class of Body and Fender Repairer/Leadworker, who possess a valid Master Collision Repair/Refinishing Technician Certificate, issued by the National Institute for Automotive Excellence, shall receive two hundred dollars (\$200) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- b. Mechanic – Employees in the class of Bus Mechanic I/II/Leadworker, **Fire Equipment Mechanic I/II/Leadworker**, and Heavy Equipment Mechanic I/II/Leadworker, who possess a valid Master Medium-Heavy Duty Truck Technician Certificate or Master Bus Technician Certificate, \*\*\* and Light Equipment Mechanic I/II/Leadworker, who possess a valid Master Automobile Technician Certificate, issued by the National Institute for Automotive Service Excellence (NIASE), shall receive two hundred dollars (\$200) per month. This pay is pensionable under the City of Fresno Retirement System.

In order to continue to receive certification pay, incumbent Bus Mechanic Equipment I/II/Leadworkers shall recertify by passing the Transit Bus Technician series tests prior to expiration of the certification.

In order to continue to receive certification pay, incumbent Heavy Equipment Mechanic I/II/Leadworkers shall recertify by passing the Medium-Heavy Truck Technician series tests prior to expiration of the certification.

- (1) Blue Seal of Excellence Recognition – Employees **in this Unit** assigned to FAX \*\*\* or Fleet \*\*\* facilities in the class of Equipment Service Worker II, those classes noted in 6. b., above, or **employees in any other class in this Unit** whose **ASE** certification contributes to the receipt of the **respective** facility’s ASE Blue Seal of Excellence Recognition, shall become eligible to receive six hundred dollars (\$600) per year premium pay, paid in the regular paycheck \*\*\* following the City’s designation date, pursuant to the \*\*\* requirements **outlined in subsections (a) and (b) below. \*\*\* This pay is pensionable under the City of Fresno Retirement System.**
- (a) A FAX \*\*\* or Fleet facility must receive ASE Blue Seal of Excellence Recognition pursuant to the Program criteria established by the NIASE;
- (b) **The employee, with the exception of employees in the classification of Equipment Service Worker II, must possess at a minimum two (2) applicable ASE certificates pursuant to the Program criteria established by the NIASE; i.e., the employee’s name was included as an ASE-Certified Service Professional on the Blue Seal Recognition Program application submitted by the facility. \*\*\***

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- c. Bus Air Conditioning Mechanic – Employees in the class of Bus Air Conditioning Mechanic/Leadworker who possess a Technician Certification in the H6 Electrical/Electronic Systems and the H7 Heating, Ventilation and A/C in the transit bus series issued by the National Institute for the Automotive Service Excellence shall receive monthly certificate pay of seventy-five dollars (\$75). This pay is pensionable under the City of Fresno Retirement System.
- d. Aviation Mechanic – Employees in the classes of Aviation Mechanic I/II and Aviation Mechanic Leadworker shall receive one hundred fifty dollars (\$150) per month for certification and equipment maintenance and support. The City will also provide \$250,000 in life insurance/death benefit coverage, solely for “off premises” flying to employees occupying the class of Aviation Mechanic I/II and Aviation Mechanic Leadworker. This pay is pensionable under the City of Fresno Retirement System.
- e. Automotive Parts Specialist/Leadworker – Employees in the class of Automotive Parts Specialist or Automotive Parts Leadworker, who

possess a 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 monthly certificate pay of fifty dollars (\$50). This pay is pensionable under the City of Fresno Retirement System.

- f. Fire Equipment Mechanics – Employees in the class of Fire Equipment Mechanic I/II who possess a valid Fire Mechanic I Certificate or Emergency Vehicle Technician I Certificate from the California Office of the State Fire Marshal (OSFM) shall receive one hundred dollars (\$100) per month. Employees in the class of Fire Equipment Mechanic II or Fire Equipment Mechanic Leadworker who possess a valid Fire Mechanic II Certificate or Emergency Vehicle Technician II Certificate from the California Office of the State Fire Marshal (OSFM) shall receive one hundred fifty dollars (\$150) per month. **These two (2) certificate pays are not stackable.** This pay is pensionable under the City of Fresno Retirement System.
  
- g. Equipment Service Worker IIs – Fire Maintenance – Employees in the class of Equipment Service Worker II (ESW II) assigned to the Fleet Management Division who possess a valid Fire Mechanic I certificate or Emergency Vehicle Technician I Certificate from the California Office of the State Fire Marshal (OSFM) shall receive seventy-five dollars (\$75) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- h. Underground Storage Tank (UST) Operator Certificate – Employees who are required to obtain and who maintain a valid California Underground Storage Tank (UST) Operator Certificate issued by the International Code Council shall receive seventy-five dollars (\$75) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- i. Instrumentation Specialist – Employees in the class of Instrumentation Specialist, who possess a valid Electrical/Instrumentation Certificate issued by the California Water Environment Association, shall receive monthly certificate pay as follows:

Grade I (Plant Maintenance Technologist)	\$50
Grade II	\$75
Grade III	\$100
Grade IV	\$150

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

- j. Collection System Maintenance Technician/Specialist – Employees in the class of Collection System Maintenance Technician, who possess a valid Grade II Maintenance of Wastewater Collection Systems Technical Certificate issued by the California Water Environment Association, shall receive fifty dollars (\$50) per month. Employees in the class of Collection System Maintenance Technician or Specialist, who possess a valid Grade III Maintenance of Wastewater Collection Systems Technical Certificate shall receive seventy-five dollars (\$75) per month. Employees in the class of Collection System Maintenance Technician or Specialist who possess a valid Grade IV Maintenance of Wastewater Collection Systems Technical Certificate shall receive one hundred dollars (\$100) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- k. Traffic Maintenance – Employees in the class of Traffic Maintenance Worker II/Traffic Maintenance Leadworker who possess a valid Level I or higher Work Zone Traffic Safety Specialist Certificate and a valid Level III or higher Signs and Markings Specialist Certificate issued by the International Municipal Signal Association shall receive sixty dollars (\$60) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- l. Wastewater Mechanical Series – Employees in the class of Wastewater Mechanical Technician and Wastewater Mechanical Specialist/Senior, who possess a valid Mechanical Technologist Certificate **beyond the certificate which is a minimum qualification of their classification** issued by the California Water Environment Association, shall receive monthly certificate pay as follows:

Grade I (Plant Maintenance Technologist)	*** <b>\$75</b>
Grade II	*** <b>\$100</b>
Grade III	*** <b>\$150</b>
Grade IV	*** <b>\$200</b>

In addition to the above, employees in the class of Wastewater Mechanical Technician and Wastewater Mechanical Specialist/Senior, who possess a valid Water Treatment Operator or Water Distribution Operator Certificate issued by the Department of Water Resources, State Water Resources Control Board (SWRCB), shall receive one hundred dollars (\$100) per month. This pay is pensionable under the City of Fresno Retirement System.

- m. Wastewater Treatment Plant Technician/Specialist/Senior – Employees in the class of Wastewater Treatment Plant Technician who possess a valid Wastewater Treatment Plant Operator Certificate **beyond the certificate which is a minimum qualification of their classification** issued by the Department of Water Resources, State Water Resources Control Board (SWRCB), shall receive monthly certificate pay as follows:

Grade II	*** \$100
Grade III	*** \$150
Grade IV	*** \$200
Grade V	*** \$250

Employees in the class of Wastewater Treatment Plant Specialist who possess a valid Wastewater Treatment Plant Operator Certificate issued by the Department of Water Resources, State Water Resources Control Board, shall receive monthly certificate pay as follows:

Grade III	*** \$150
Grade IV	*** \$200
Grade V	*** \$250

Employees in the class of Senior Wastewater Treatment Plant Operator who possess a valid Wastewater Treatment Plant Operator Certificate **beyond the certificate which is a minimum qualification of their classification** issued by the Department of Water Resources, State Water Resources Control Board, shall receive monthly certificate pay as follows:

Grade IV	*** \$200
Grade V	*** \$250

In addition to the above, employees in the class of Wastewater Treatment Plant Technician/Specialist/Senior who possess a valid Water Treatment Operator or Water Distribution Operator Certificate issued by the State of California Department of Health Services, shall receive one hundred dollars (\$100) per month. This pay is pensionable under the City of Fresno Retirement System.

- n. Water Treatment Operator & Water Distribution Operator Certificates

It is expressly understood that positions and assignments eligible for this certificate pay will be determined solely at the discretion of management in the applicable division noted below. Employees in the Water Division occupying the classes below who possess a valid

Water Treatment Operator Certificate or Water Distribution Operator Certificate issued by the Department of Water Resources, State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) **beyond the certificate which is a minimum qualification of their classification, and employees whose classification indicates that depending upon assignment the employees may be required to obtain a valid Water Treatment Operator Certificate or Water Distribution Operator Certificate in which the employees do obtain and maintain**, shall receive monthly certificate pay as follows, this pay is pensionable under the City of Fresno Retirement System:

Classifications Eligible:

- Cross Connection Control Specialist**
- Instrumentation Specialist
- Power Generation Operator/Mechanic**
- Senior Water Distribution/Production Operator
- Senior Water Treatment Plant Operator
- Water Distribution/Production Specialist
- Water Distribution/Production Technician
- Water Maintenance Mechanic Specialist
- Water Maintenance Mechanic Technician
- Water Quality Specialist
- Water Quality Technician
- Water Treatment Plant Operator

DI	\$50
DII	\$100
DIII	\$150
DIV	\$200
<b>DV</b>	<b>\$250</b>
TI	\$100
TII	\$200
TIII	\$250
TIV	\$300
TV	*** <b>\$350</b>

In addition to the above, employees in Water Division who possess both a valid Water Treatment Operator Certificate and Water Distribution Operator Certificate issued by the Department of Water Resources, State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) shall receive one hundred dollars (\$100) per month. A certificate which is required as a minimum qualification for the position shall not be used in qualifying for dual

certification. Employees with dual certification will be paid at the highest rate due for one (1) of the two (2) certifications in addition to the \$100 for dual certification. For example, an eligible employee in a class requiring a DII will require a DIII or higher and a Treatment Operator certificate to be eligible for the dual certification pay. This pay is pensionable under the City of Fresno Retirement System.

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- o. Crane Operator – Employees who are required to maintain a Crane Operator License shall receive one hundred dollars (\$100) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- p. Commercial Driver's License – \*\*\* **Employees** whose job specifications **requires a Class C Driver's License and** indicates that **depending upon assignment** a Commercial Driver's License ("CDL") may be required **and the employee does obtain and maintain a CDL** and are assigned to duties that require a CDL shall receive one hundred dollars (\$100) per month.

**Employees whose job specification requires a Class B CDL and indicates that depending upon assignment a Class A CDL may be required and the employee does obtain and maintain a Class A CDL and are assigned to duties that require a Class A CDL shall receive one hundred dollars (\$100) per month.**

**Employees whose minimum qualifications are a Class A CDL or a Class B CDL shall not be eligible for this premium pay.**

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

- q. Hazardous Materials Endorsement – Employees who are assigned to duties which require a Hazardous Materials endorsement on their CDL shall receive one hundred dollars (\$100) per month. This pay is pensionable under the City of Fresno Retirement System.
  
- r. Backflow Prevention Assembly Tester Certificate – It is expressly understood that positions and assignments eligible for this certificate pay will be determined solely at the discretion of management. **Employees in the classification of Cross Connection Control Specialist and other classifications deemed eligible** who possess a valid Backflow Prevention Assembly Tester Certificate issued by either the American Backflow Prevention Association or the American Water Works Association shall receive monthly

certificate pay of one hundred and fifty dollars (\$150). This pay is pensionable under the City of Fresno Retirement System.

- s. **Qualified Applicator Certificate or Qualified Applicator License**  
– It is expressly understood that positions and assignment eligible for this certificate or license pay will be determined solely at the discretion of management. Employees who possess a valid Qualified Applicator Certificate or Qualified Applicator License (Category B-Landscape Maintenance; Category C-Right of Way, Category F-Aquatic, or Category M-Non-Soil Fumigation) issued by the State of California, Department of Pesticide Regulation, shall receive one hundred seventy-five dollars (\$175) per month. This pay is pensionable under the City of Fresno Retirement System.

8. Camp Fresno Meals

In the event an employee is assigned to work at Camp Fresno, or receives some other similar assignment, and during such assignment the City provides meals for the employee, the employee, at the employee's option, may elect to receive a cash payment of \$15.00 per day in lieu of receiving the meals. This Subsection shall not apply to employees assigned for periods in excess of one (1) week or to any employee assigned a cabin with cooking facilities.

9. Temporary Assignment To Perform Duties Of Absent Employees (Acting Pay)

- a. When an employee holding a permanent position is absent from duty for any cause (e.g., vacation, sick, holiday, CTO, injury leave, military leave, leave of absence without pay and training), the appointing authority shall, if possible, temporarily assign to one or more employees in the same or higher class work of the absent employee that cannot be deferred until the absent employee's return. When such assignment is not practical, the appointing authority may temporarily assign another employee in the same department or office holding a permanent position in a lower class to perform the duties of the absent employee. The employee so assigned shall be entitled to receive compensation attached to the higher position at the step closest to but not less than 3½% above the employee's current step placement, if the employee's class specifications do not require that the employee perform said duties in the absence of the regularly assigned employee and if the employee meets the conditions provided in this Section. This pay is pensionable under the City of Fresno Retirement System.

- b. After any such employee has completed forty (40) hours of service in a higher class, the employee shall be paid the rate of pay attached to the higher class when assigned Acting for full days or shifts. An employee who has held permanent status in the higher class prior to an Acting assignment shall not be required to complete the qualifying period of service set forth above, and shall be paid the rate of pay attached to the higher class when assigned Acting for full days or shifts. Employees shall not be assigned duties of higher classification for periods of less than full days or shifts.
  
- c. Before ordering any such assignment to a higher class for which entitlement to qualifying service credit or a higher rate of pay is sought, or promptly after such an assignment if ordered under emergency conditions, the appointing authority shall execute, and file with the Chief Administrative Officer or designee for their approval, a written statement of such assignment setting forth:
  - (1) the assigned employee's name and permanent class, and;
  - (2) the class and position to which they have been assigned, and;
  - (3) the period for which the assignment or extension is to be or has been made, and;
  - (4) the certification of the appointing authority that the assigned employee will perform, during the entire period of such assignment, substantially the full range of the duties and responsibilities of the higher class, and;
  - (5) certifying the duties and responsibilities of the position of the absent employee are of such nature that they cannot be held over until the absent employee returns to duty.

No assignment under this section shall be considered for qualifying service credit or any higher rate of pay unless such statement has been filed, and approved by the Chief Administrative Officer or designee, as provided herein.

- d. Acting List – Employees who meet the minimum qualifications for a higher level classification may volunteer for Acting. Annually, by May 1 of each year, management will invite employees to volunteer for Acting assignments. The posted notice inviting employees to volunteer for Acting assignments will identify the title and minimum

qualifications of the classification in addition to any special requirements in a particular work unit or section. Departments may consider work habits, attendance and other considerations when placing employees on the qualifying list. Employees who no longer meet the criteria established by the department may be removed from the list at any time. Departments may also add the names of volunteers throughout the year.

(1) Temporary assignments described herein shall first be offered to the most senior and qualified employee from the Acting List noted in paragraph c. above and each successive most senior and qualified employee working on the same shift, schedule, crew, and/or section within a division until such temporary assignment is filled. Each such additional temporary assignment opportunity shall be offered on a rotating basis by implementing the Acting List from paragraph d. above.

(2) The duration of the temporary assignments described herein and assigned according to this provision (MOU Article VII, Section E., Subsection 9.) shall be for the duration of the absence of the employee for which the temporary assignment is being made.

e. In the computation of qualifying service rendered, or the amount of the higher pay to which an employee may be entitled, on an Acting assignment, only full days or shifts of actual duty shall be included, and part days or shifts shall not be combined to make full days or shifts. Time on leave occurring during any assignment shall not be included in any such computation.

f. When an Acting assignment is deemed appropriate and necessary, it shall first be offered to the most senior and qualified employee from the Acting List noted in paragraph d. above and each successive most senior and qualified employee working on the same shift, schedule, crew, and/or section within a division until such temporary assignment is filled. Each such additional temporary assignment opportunity shall be offered on a rotating basis by implementing the Acting List from paragraph d. above.

g. If an employee on an Acting assignment goes on leave and the department wishes to continue an Acting assignment, the next most senior employee shall be assigned.

h. When an Acting assignment is expected to last for one month or more, management may rotate the Acting assignment among

employees on the Acting list in order to allow more employees to attain Acting experience. Any rotation will be done in accordance with sub-section f. and sub-section g. above, and, to the extent it is practical to do so, shall be done in equal time periods for each employee in the rotation.

10. Temporary Assignment Pay

Depending on the assignment, the temporary assignment pay prescribed herein may be prorated for the time so assigned and worked. Temporary assignment pay shall not be applied when an employee is on a leave of absence for any reason (e.g., vacation, sick, holiday, CTO, injury leave, military leave, and leave of absence without pay). This pay is pensionable under the City of Fresno Retirement System.

- a. Each Maintenance and Construction Worker in the Street Maintenance Division assigned to operate a street sweeper as part of a street maintenance project, and who possesses the appropriate valid California Driver's License, shall be paid for that time at the lowest step in the Street Sweeper Operator salary range which is at least five percent (5%) above the employee's base rate of pay as a Maintenance and Construction Worker.

Each Maintenance and Construction Worker ~~assigned~~ in the Street Maintenance Division assigned to the Concrete **Finishing** Crew, or **assigned to assist** the milling **machine operator by controlling the chute and/or grade control system, and or is assigned to assist the** paving machine \*\*\* operator \*\*\* **by controlling the screed**, shall be paid \*\*\* **seven and one-half percent (7.5%)** above the employee's base rate of pay while so assigned.

- b. Employees who perform pesticide/herbicide spray function for right-of-way, landscape maintenance, or aquatic areas shall receive an additional five percent (5%) of their base hourly rate of pay for the actual time spent applying pesticide/herbicide if they possess a valid Qualified Applicator Certificate issued by the Department of Pesticide Regulation. The City shall pay certificate renewal and maintenance fees.
- c. Each Parks Maintenance Worker I/II regularly assigned on a full-time, year-round basis to irrigation work shall receive an additional five percent (5%) of their base hourly rate of pay for each full pay period while so assigned.
- d. Each Utility Leadworker assigned to Graffiti Abatement, shall be paid two percent (2%) above their base rate of pay while so assigned.

**11. Bilingual Certification Program**

- a. The bilingual certification program consists of a City administered examination process whereby employees may apply for a bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating.
- b. Bilingual certification examinations will be conducted on an as needed basis. Examination 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. Employees who fail to recertify will no longer receive bilingual premium pay.
- c. This bilingual certification program is not subject to the grievance or appeal process.
- d. Department directors or their designees, shall annually designate those positions or assignments for which bilingual skills are desired. This may result in the loss of bilingual designation and pay for those positions or assignments not selected.
- e. Bilingual certification examinations are conducted for languages as outlined in the Salary Resolution.
- f. 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.
- g. 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.
- h. Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills, and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.

- i. Except in the event of an emergency as determined by management, bilingual employees who are not certified shall not be required to interpret/translate.

## F. HEALTH AND WELFARE

### 1. Health Insurance - City Health Plan - Employee Options

- a. The City and the Union agree that the Fresno City Employees Health and Welfare Trust ("Trust") has the authority to determine the health insurance benefits that will be provided to City employees. The City's sole obligation for an employee's health insurance shall be to provide a set percentage of the total premium for such benefits to be contributed to the Trust by the City per employee on behalf of employees represented by the Union. The City contribution of the total premium shall be seventy percent (70%) and the employee share of the total premium shall be thirty (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, opt not to contribute the employee share and accept a reduced coverage option, or opt out of the City's Health and Welfare plan pursuant to Article VII, Section F, subsection 2 below.
- b. Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU, or have terms imposed resulting in a greater contribution by the City, upon the Union's request, the City will match that benefit.
- c. The City will meet with Local 39 and other City bargaining units to discuss an alternative health care plan and/or to modify the Health and Welfare Trust agreement, provided that no changes will be made unless all represented bargaining units agree.

### 2. Other Insurance Contribution (Opt Out Benefit)

- a. With proof of other insurance, employees may opt out of enrolling in the City's Health and Welfare plan if enrolled in a health plan outside of the City, such as a spousal plan. The City shall contribute up to three hundred dollars (\$300) per month for each employee electing not to enroll in the City's Health and Welfare plan. The City contribution shall not exceed the health premium the employee is paying.
- b. Eligible employees (i.e., with proof of other insurance) may enroll in the City's Health and Welfare plan upon:

- (1) employment with the City;
  - (2) within thirty (30) days of a qualifying event; or,
  - (3) during the open enrollment period for the Health Plan.
- c. On an annual basis during the month of November, employees electing to opt out of the City's Health and Welfare Plan will be required to submit proof of other insurance to the Personnel Services Department. If other insurance is discontinued for any reason at any point, the employee must notify the Personnel Services Department immediately. If other insurance is discontinued or the employee does not provide proof of other health insurance annually during the month of November, the employee will automatically be enrolled in the City's Health and Welfare Plan and will not be eligible to opt out of the City's Health and Welfare Plan during the respective plan year unless they have a qualifying event and submit proof of other insurance within thirty (30) days of the qualifying event (including, but not limited to, birth or adoption of child, marriage and/or divorce, or loss of other coverage). Otherwise, the employee may opt out during the open enrollment period for the Health and Welfare Plan with acceptable proof of other insurance.
- d. Acceptable proof of other health insurance will be presenting documentation showing proof of other insurance contribution amount and presenting a current insurance identification card bearing the employee's name or proof of the employee's eligibility from the insurance provider. In both cases, acceptable proof of other health insurance for purposes of this provision must include the City employee's name.

## **G. LEAVES**

### **1. Holidays**

- a. Except as may be modified in this Section, Holidays shall be governed by FMC Section 3-116:
- January 1
  - The third Monday in January
  - The third Monday in February
  - The last Monday in May
  - July 4
  - The first Monday in September
  - November 11

- Thanksgiving Day in November
  - The Friday after Thanksgiving Day in November
  - December 25
  - Employee's Birthday
  - Two (2) Personal Business Days (\*\*\*) 8 hours **credited to the Holiday Leave bank** on July 1 and \*\*\* January 1 of each **fiscal year** (\*\*\*)
  - Any day or part of a day declared by the Council, by ordinance or resolution, to be a holiday.
- b. 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 subsection c. below. 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.
- c. All employees will receive eight **(8)** hours compensation for the above holidays with the following exceptions:
- (1) \*\*\* **When** a holiday \*\*\* **falls on a regularly** scheduled workday, an employee **who works the holiday** shall receive the employee's regular salary (i.e., base pay rate) for the hours worked on that day, and will be credited with hours equivalent to the amount of hours worked (up to eight hours) of holiday leave. If the employee worked less than eight **(8)** hours, the balance of the holiday **leave** hours will be paid.
- Employees on a 4/10 work schedule who work ten (10) hours on a holiday \*\*\* **that falls on a regularly** scheduled workday, shall receive the employee's regular salary (i.e., base pay rate) for the hours worked on that day, and will be credited with eight **(8)** hours of holiday leave. If the employee worked less than ten **(10)** hours, the employee will be credited with hours equivalent to the amount of hours worked (up to eight hours) of holiday leave. The balance of the holiday **leave** hours will be paid up to eight **(8)** hours. The employee may elect to take an additional two **(2)** hours from a leave bank other than sick leave, or may elect to receive **two (2)** hours of leave without pay (LWOP).
- (2) When a holiday falls on a regularly scheduled day off, employees **who are called in or scheduled to work will be compensated at one and one-half (1-1/2) times the**

**employee's hourly base rate of pay for a minimum of two (2) hours or for actual hours worked, whichever is greater, and will be credited with eight (8) hours of holiday leave.**

[§ deleted]

- (3) **With the exception of the two (2) personal business days,** 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 **or accrual** for the holiday, unless they actually work the holiday. **For the two (2) personal business days, if an employee is absent from duty on leave without pay or suspension without pay for the entire six (6) months prior to July 1 or January 1, they will not receive the holiday accrual.** This Subsection shall not apply to employees who are on leave without pay as a result of the unavailability of work.
- d. Effective May 19, 2014 employees' holiday leave balances over forty-eight (48) hours were placed in a non-accruing "special holiday leave bank."
  - e. Employees may cash out up to forty-eight (48) hours of leave from the special holiday leave bank each fiscal year.
  - f. **Employees may use special holiday leave at any time and do not need to exhaust regular holiday leave prior to using special holiday leave.**
  - g. The maximum holiday leave accrual is \*\*\* **eighty (80)** hours. Any regular holiday leave accrued may be cashed out at any time. Any holiday leave accrued above \*\*\* **eighty (80)** hours will be automatically cashed out.
  - h. Any balances of holiday leave or in the special holiday leave bank shall be paid to the employee upon separation from City service.
  - i. Holiday leave from either holiday bank may be taken in increments of less than **eight (8)** hours.
  - j. Employees of the Solid Waste Management Division will not be required to work on Thanksgiving, Christmas, or New Year's Day.

## 2. Sick Leave

- a. Sick Leave may be taken for absences from duty in accordance with FMC Section 3-107 **and in accordance with the California Labor Code (e.g., sections 233, 245.5, 246, 246.5, and other applicable sections).**
- b. Sick Leave Accrual - Employees shall accrue **Sick Leave** at the rate of eight (8) hours for each completed calendar month of employment.
- c. Administrative Order 2-20, Sick Leave Policy, shall not apply to members of this Unit. Instead, Attendance Policy, Addendum I incorporated into this MOU shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning leave usage and administration. In the event of any conflict, the provisions of Addendum I, Attendance Policy, shall apply.
- d. Upon retirement, Sick Leave may be credited to an account for the employee under the City's Health Reimbursement Arrangement in accordance with Section I., below.
- e. **\*\*\* Sick Leave \*\*\*** may be used under the following circumstances **\*\*\***.
  - Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
  - Diagnosis, care, or treatment of an existing health condition of, or preventive care for 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, or grandchild; **designated person**, or,
  - For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Section 230(c) and Labor Code Section 230.1(a).

Any leave taken under these provisions which would also apply to other Sick Leave provisions (e.g., Protected Sick Leave and/or family and medical leave) would also count toward those provisions.

- f. 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 \*\*\*.
- g. **Abuse and/or misuse of Sick Leave, including using Sick Leave for an unauthorized purpose, misrepresentation of any facts related to the use of Sick Leave, may result in progressive, corrective and/or disciplinary action, up to and including termination in accordance with Administrative Order 2-14.**

3. Supplemental Sick Leave

On July 1, 2023, and each July thereafter of each fiscal year, employees in this Unit shall accrue Supplemental Sick Leave with an accrual limit of forty (40) hours per fiscal 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 VII, Section G, Subsection 2.e. above. Upon separation from City service the accrued hours will be:

- 1. Placed in a Health Reimbursement Arrangement (HRA) in accordance with Article VII, Section I; 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.

4. Vacation Leave

Employees accrue vacation leave hours for each completed calendar month of employment as reflected in the table below. Employees with less

than 10 years of continuous employment are allowed to accrue 340 hours of vacation leave, employees with 10 years or more of continuous employment but less than 20 years of continuous employment are allowed to accrue 420 hours of vacation leave, and employees with 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

Employees are encouraged to utilize earned leave for vacation purposes on a scheduled basis.

If on October 31 of each year, an employee has a balance of two hundred forty (240) or more hours of vacation **leave**, the employee may in November of that year request a cash payment of up to forty (40) hours of \*\*\* vacation **leave** \*\*\*.

\*\*\*

5. Fatigue Time

Fatigue Time is allowed to afford an employee the opportunity to rest because:

1. The employee has been required to work in excess of four **(4)** hours of overtime.

AND

2. The overtime **or qualifying call back** was completed with less than eight **(8)** hours before the start of the employee's next regularly scheduled shift.

Fatigue Time allows an employee at least eight (8) hours in which to rest before being required to report to the regularly scheduled shift, **or to leave work early if the employee reported to work after qualifying for the Fatigue Time**. On those occasions where a situation does not lend itself to the above policy, Fatigue Time will be considered by the Department Director or designee upon recommendation from the employee's supervisor.

In recognition of the above, if an employee ~~who~~ is authorized Fatigue Time, \*\*\* such time shall be deducted from the employee's Compensatory Time Off, Vacation \*\*\* **Leave** or Sick Leave, whichever the employee chooses, with no penalty to the employee. If the employee does not have enough hours in their Compensatory Time Off, Vacation \*\*\* **Leave** or Sick Leave to \*\*\* **cover** the \*\*\* **Fatigue Time**, the employee may take the time as unpaid, with no penalty to the employee.

## 6. Bereavement Leave

Upon 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) working days. The five (5) working days do not need to be taken all at once but must be completed during the three (3) months after the death of the immediate family member. An employee working a 4/10 schedule shall be allowed five (5) ten-hour days off for bereavement leave.

### Immediate Family:

- Spouse or Domestic Partner
- Child (biological, adopted, in-law, foster, step, legal ward, child of domestic partner, or a person to whom the employee stands in loco parentis)
- Parent (biological, 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)

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

1. Employees who are members of this Unit have been enrolled in the SDI/PFL coverage plan pursuant to an Agreement dated by the parties on May 7, 2007
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 with an approved SDI/PFL claim must notify the City within fourteen (14) calendar days of the 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. Extensions 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.

Eligible Employees who are absent from duty and are receiving SDI/PFL 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 SDI/PFL benefits as noted below.

Integrating Sick Leave balances is defined as the SDI/PFL 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 100 percent of the employee's normal biweekly gross wages (excluding overtime pay) immediately prior to the start of the disability period.

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.

5. An employee who has elected to integrate leave balances will be considered to be in paid status for the purpose of accumulation of leave and other benefits. An employee electing to integrate 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 be in a Leave Without Pay (LWOP) status **and subject to applicable eligibility for COBRA medical coverage.**
6. An employee who is receiving SDI/PFL who has exhausted all other leave balances and has received donated time in accordance with City policies,

may use donated time in conjunction with SDI/PFL benefits. Use of donated time shall be in accordance with the provisions of this section.

7. Employees who elect to integrate must provide Payroll with a copy of the Notice of Computation from the State of California Employment Development Department (EDD) within fourteen (14) calendar days of the issue date, and are required to authorize EDD to share benefit computations with the City when filing the initial claim form(s). 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.

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

8. Initiating integration of accrued leave with SDI/PFL benefits shall be subject to the following conditions:
  - a. Any period of absence during which an employee is receiving SDI/PFL benefits but is not integrating leave shall be deemed a leave of absence without pay. **Such leave of absence without pay status is subject to applicable eligibility for COBRA medical coverage.**
  - b. Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.
  - c. If an employee exhausts all available leave balances but continues receiving SDI benefits, the City's compensation shall cease.
  - d. 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.
  - e. Eligible permanent part-time and permanent intermittent employees shall be included in this program on a pro-rata basis.

9. 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 LWOP status; the employee's return to work; or, the employee's separation from City employment, whichever comes first in time.
10. 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.

#### I. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding 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 Sick Leave hours** will be credited with an account for the employee under the HRA to be used solely to pay premiums for medical insurance (including COBRA premiums) and qualified medical expenses as defined in Internal Revenue Code Section 213(d), and further detailed in Internal Revenue Service Publication 502. The "value" of the account shall be determined as follows:

- The number of accumulated **Sick Leave** hours 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 accumulated Supplemental Sick Leave hours at the time of retirement multiplied by one hundred percent (100%) of the employee's hourly base rate of pay.**
- **If the employee opts not to cash out all of the employee's accumulated Holiday Leave hours at the time of separation for retirement purposes, the remaining accumulated 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.**
- **If the employee opts not to cash out all of the employee's accumulated Special Holiday Leave hours at the time of separation for retirement purposes, the remaining accumulated 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 for an employee as reflected in the Salary Resolution, multiplied by twelve (12) months then divided by 2,080 hours.

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

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, employees shall not be allowed to cash out any accumulated or accrued sick leave at retirement.

## J. UNIFORMS, SAFETY SHOES, AND PRESCRIPTION SAFETY GLASSES

### 1. Uniforms

The system for providing and maintaining uniforms for all employees in this Unit, where applicable, shall be maintained for the duration of this Agreement. The cost of the uniforms shall be shared by the City and employees as specified in Administrative Order 3-6.

### 2. Safety Shoes

Safety shoes for employees in Unit 1 shall be governed by the City of Fresno Illness and Injury Prevention Program (IIPP) and shall meet the Cal OSHA 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 fifty dollars (\$250) for the purchase of safety shoes, or the value of one (1) pair of approved shoes, whichever is less. Employees in classes and assignments who are required to wear Electrical Hazard rated or Chemical-Resistant safety shoes may be issued a voucher of up to three hundred dollars (\$300) for the purchase of one (1) pair of safety shoes per voucher. In either event, the employee shall pay any cost in excess of the amount of the voucher.

Employees provided with safety shoes, which shall be used for the express purpose of City business, may request a voucher for replacement safety shoes when the safety shoes are no longer serviceable as verified by the

supervisor. When the employee obtains new safety shoes, the safety shoes that are no longer serviceable shall be turned in to the employee's immediate supervisor.

3. Prescription Safety Glasses

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.

K. PARKING RATES

Parking rates for employees in the downtown area will be \$15.00 per month for general parking and \$20.00 per month for an Official Vehicle Permit, as referenced in the Administrative Orders, which from time to time may be amended.

L. WORKERS' COMPENSATION

1. Notwithstanding the provisions of the FMC Section 3-118, **the percentage of wages or salary and benefits received by an employee holding a permanent position who suffers or has suffered an injury in the course and scope of City employment shall \*\*\* be the percentage of wages or salary and benefits established by the State of California worker's compensation laws set forth in the Labor Code**, beginning on the fourth day of such absence, unless hospitalized on the first day for at least 24 hours, or unless the absence exceeds 14 days, in which case, the employee shall receive the pay provided in this Section from the first day. Except as modified herein, the provisions of FMC Section 3-118 shall apply. \*\*\*
2. In the event City pay is not provided during the first three days of absence due to such injury, the employee may, at the employee's option, take sick leave for that period.
3. **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.**

**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.**

## M. HOURS OF WORK AND SCHEDULES

### 1. General

- a. The workweek for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The workday starts at 12:01 a.m., and ends 24-hours later at midnight. The standard/normal workweek work schedule is a 5/8 consisting of five-(5) days of eight-(8) hours each, excluding a meal period.
- b. Work schedules (includes days off and meal periods) are established by individual departments/divisions, solely at management's discretion, based upon the need to provide service to the public, other City departments, and/or other operational efficiency requirements. If requested by either party, the City and the Union agree to meet and consult prior to implementation of new work schedules.
- c. Employees shall receive a one (1) hour or a one-half ( $\frac{1}{2}$ ) hour meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. Meal periods and rest periods are scheduled by departments/divisions according to the needs of the department/division. If an employee is required to work during the employee's meal period, with the approval of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift. The City retains the exclusive right to control the use of City-paid break periods, and exclusive control of the use of City vehicles at all times.
  - i. **Water Treatment Plant Operators, Senior Water Treatment Plant Operators, and Senior Wastewater Treatment Plant Operators who work alone on a shift and must remain on-site at the Water or Wastewater Treatment Plant during their meal period due to state mandated certification requirements and whose nature of work prevents them from being relieved of all duties shall have a paid one-half (1/2) hour on-duty meal period at the employee's regular rate of pay as part of their regular eight- or ten-hour shift and shall have their schedules adjusted accordingly to incorporate the paid on-duty meal period (e.g., 10:00pm-6:00am instead of 10:00pm-6:30am, 6:00pm-4:00am instead of 6:00pm-4:30am, etc.).**

**These changes shall be implemented no later than 60 days after ratification of the successor MOU.**

- d. Employees whose duties require it shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift.
- e. With 72-hours' notice to affected employees, departments/divisions may temporarily modify an employee's regular schedule to address special service needs, employee training and/or cross-training, and backlog and/or workload concerns. Said temporary modification shall not result in the loss of night shift premium pay.

2. Daylight Savings Hours

At the Union's request, the City agrees to meet and confer regarding changes in working hours during daylight savings time. Any employee regularly scheduled to work, and who does work a shift during which a change from Pacific Standard time to Pacific Daylight time, or vice versa, occurs, will be paid for actual hours worked at the applicable hourly rate.

3. Alternate Work Schedules

- a. Department directors or designees shall be solely responsible for determining and designating divisions/units/sections/specific job classes within their respective departments that may implement variations to the standard/normal work schedule. A minimum of 30 calendar-days written notice shall be provided to affected employees, the Labor Relations Division and Local 39.
- b. Alternative work schedules may be necessary in order to provide minimum staffing, and/or based upon 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, work schedules, meal periods, and days off are determined solely by management, and are subject to change based on, and including but not limited to, varying workload, the additional of authorized staffing, and department operational and service needs.
  - (1) If established, employees shall select a 5/8 or 4/10 work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8 or 4/10 work schedule, or combination thereof.

- (2) Except for emergencies, employees working a 4/10 schedule, or who have days off other than Saturday and Sunday, shall schedule all medically-based appointments on off duty time.
- c. The hours for employees working a 5/8 shall consist of five (5) eight hour days with two (2) consecutive days off. The hours for employees working a 4/10 shall consist of four (4) ten hour days with three (3) days off, of which two (2) of the days off will be consecutive. Scheduling of days off shall be determined by management.
- d. Departments/divisions may discontinue alternative work schedules at any time if it is determined by management that they detrimentally effect operations and services. Thirty (30) days advance notice shall be given in writing to affected employees, the Labor Relations Division and Local 39. The decision to discontinue alternative work schedules is not appealable or grievable. If departments/divisions discontinue alternative work schedules established under this Subsection, employees will revert to 5/8 standard/normal work schedules as determined by management.
- e. Except as detailed in the paragraph below, applicable Unit Agreement provisions, Salary Resolution, FMC, and Administrative Orders concerning alternative work schedule (i.e., 4/10) limitations on overtime, holidays, leave accrual and usage, sick leave accrual and usage, and night shift premium pay shall govern.

An employee on a 4/10 work schedule who is off on a holiday, which is a regularly scheduled workday, shall receive eight (8) hours pay for the holiday, and may elect to take two (2) hours vacation, holiday, or CTO for a full ten (10) hours pay, or may elect to receive two (2) hours leave without pay (LWOP). Absent an employee request or election, division payroll will deduct the two (2) hours from available vacation, holiday, or CTO balances prior to any deductions for LWOP.

## N. PERSONNEL MATTERS

### 1. Personnel Files

- a. The Personnel Services Department, under the direction of the Director of Personnel Services, 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 the employee's 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 Personnel Services to be attached to the document in question and included in the appropriate file. Personnel files are considered confidential and access is limited.

- b. Documents, including performance evaluations, retained in the employee's departmental file shall be forwarded to the employee's new department if the employee transfers, promotes, or demotes. The file should be forwarded to Human Resources when the employee leaves City service.
- c. Inquiries regarding employment references shall be administered in accordance with existing City policies.

## 2. Employee Performance Evaluations

- a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for all employees at the discretion of the appointing authority.
- b. Employees on probation shall receive performance evaluations every three (3) months during the probationary period.
- c. Permanent employees shall receive performance evaluations at least once each year, normally near the employee's anniversary date.
- d. Prior to modifying the Employee Performance Evaluation form (Local 39, Unit 1), Labor Relations will notice Local 39 with an opportunity to meet and discuss the proposed evaluation form with the Union.
- e. An employee who disagrees with a performance evaluation may within fourteen (14) calendar days from the date of the performance evaluation:
  - (1) Write a rebuttal statement for attachment to the performance evaluation form; and/or
  - (2) Request further review with the supervisor of the reviewer, but in no case higher than the department head or designee.
- f. Requests for review of employee performance evaluations are not subject to the grievance procedure.

- g. It is understood that evaluations for non-probationary employees are not to take the place of disciplinary/corrective actions as outlined in Administrative Order 2-14.

3. Transfer Requests

Transfers shall be governed by appropriate provisions of the FMC, including, but not limited to, Sections 3-261, 3-262, and 3-274.

4. Flexible Staffing

Flexible staffing will be in accordance with Administrative Order 2-10.

Flexible staffing is used to designate classes in a promotional series in which both the entry and journey level classes are assigned the same kinds of duties, the difference being the range of duties performed, the level of skill required, and the amount of supervision received.

Flexible staffing allows departments to hire at the lower level class in the series, provide on-the-job training, and to promote to the next higher level in the series once the experience requirements have been met, the full range of duties are being satisfactorily performed and upon recommendation by the Appointing Authority (i.e., Department Director).

5. Suspension of Competition

Suspension of Competition shall be in accordance with FMC Section 3-268.

6. Layoffs

The department director, with the approval of the City Manager's Office, may reduce the number of employees in the department to address budget concerns or a decrease in the workload, by laying off employees in any job classification in which the department director determines a reduction is necessary. This Section does not apply to temporary layoffs because of inclement weather or lack of work.

- a. Layoffs will occur in the following order:

- (1) Temporary Employees
- (2) Provisional/Limited Employees
- (3) Probationary Employees
- (4) Permanent Intermittent Employees
- (5) Permanent Part-Time Employees
- (6) Permanent Full-Time Employees

- b. Seniority - When the layoff must be of one or more employees in the same job classification, the layoff shall be done by reverse seniority (i.e., last hired, first laid off, within that job classification).

For the purposes of layoff, seniority in job classification is defined as continuous time in service in the job classification. An employee accrues seniority from the time the employee is appointed to a position in the job class. In the event of a tie, rank on the City-wide employment list for the classification will be used to break the tie. In the event there is still a tie, total continuous time as a permanent City employee will be used to break the tie. In the event there is still a tie, a mutually agreed random method will be used to break the tie. If a random method is used, affected employees will be offered an opportunity to observe. If the employee cannot attend the scheduled time or refuses to attend, the tie breaker will proceed as scheduled.

- c. Transfer and/or Demotion (Bumping)

- (1) An employee subject to layoff shall be transferred to a vacant position in the same job classification in another department if such a vacancy exists. In the event no vacancies in that job classification exist, an employee subject to layoff in one department who has greater seniority than one or more employees in the same job classification in another department shall be transferred to the position held by the least senior employee in such classification, and the least senior employee shall be subject to layoff ("bumped"). This provision shall be subject to a limited reopener in the event that FMC Section 3-291 is modified in regard to department and/or City-wide layoffs.
- (2) In the event an employee subject to layoff does not qualify for a transfer pursuant to Subsection c.(1) above, and the employee has previous service as a permanent employee in a lower job classification, and the employee's employment by the City has been continuous, the department director shall demote the employee subject to layoff to a position in that lower class. Layoffs that may become necessary due to demotions or transfers pursuant to this Subsection c. shall be governed by the same regulations herein. This provision shall be subject to a limited reopener in the event that FMC Section 391 is modified in regard to department and/or City-wide layoffs.
- (3) In the event an employee is demoted to a lower classification pursuant to Subsection c.(2) above, that employee shall have

all time in classification the employee is being demoted from and all time in the classification the employee is returning to counted towards seniority in the lower classification.

- (4) A permanent non-probationary employee transferred or demoted pursuant to the provisions of Subsection c. (except Subsection c.(5) below) shall not be required to serve a probationary period in the employee's new job classification. A probationary employee transferred or demoted pursuant to FMC Section 3-291 shall serve the probationary period, subject to the same conditions of probation, as a new employee appointed to the job classification from an eligible list.
  - (5) Any employee subject to layoff who does not qualify for a transfer pursuant to Subsections c.(1) or (2) above may submit a written request to the Director of Personnel Services to be considered for a transfer to any vacant position in a job classification for which the employee meets the minimum qualifications (as determined by the Director of Personnel Services), provided that such job classification has an equivalent or lower salary range (i.e., the E step of the pay range is not more than two percent (2%) higher than the E step of the employee's current pay range). The employee may be transferred to the vacant position with the approval of the director of the department where the vacancy exists. Employees transferred under this Subsection will be required to serve the probationary period for the new job classification. FMC Section 3-249 provides that an employee may file a written request for the review of the decision by the Director of Personnel Services that the employee does not meet the minimum qualifications of the position to which the employee has requested a transfer.
  - (6) Employees assigned to another department or division will be subject to the seniority rules of the department/division for purposes of shift, vacation and days on and off.
- d. Reinstatement List - Any employee holding an appointment in a permanent position who, for reasons of economy, lack of work, budget cuts, or departmental reorganization, has been laid off, transferred or demoted from that position, shall be entitled to be placed on a reinstatement list for the job classification from which they were laid off, transferred or demoted. In the event two or more employees are laid off, transferred or demoted from the same job classification, their placement on the reinstatement list shall be

determined by their comparative seniority within that job classification.

(1) As provided in FMC 3-250 and 3-252 (a)(1), an individual on the reinstatement list shall have priority over candidates on an eligible list for vacancies in the job classification from which the employee was laid off, transferred or demoted. An individual's name will remain on the reinstatement list for a period of two (2) years following the effective date of the layoff, transfer or demotion or two (2) refusals of a vacant position in the classification.

(2) An individual, whose name has remained on a reinstatement list continuously for more than two (2) years without reinstatement, shall no longer have priority over candidates on an eligible list, and shall no longer have any right to reinstatement in any position in the job classification for which the reinstatement list was established.

e. Reinstatement - Upon reinstatement from a reinstatement list, as provided in Subsections d. and (1) above, an employee shall receive full credit for all of the employee's service with the City as it relates to salary and vacation accrual, and shall be credited with all unused sick leave hours the employee had at the time of separation from City service.

(1) Any employee, who did not complete the probationary period, and achieve permanent status prior to placement on the reinstatement list, shall serve a full probationary period commencing from the date of the employee's permanent appointment from the reinstatement list.

(2) Upon reinstatement from a reinstatement list an employee will resume membership in the Fresno Employees' Retirement System, and receive service credit for all City service, provided that the employee was vested in the Retirement System and did not withdraw contributions to the System at the time of the layoff, or repays previous contributions pursuant to FMC Section 3-534. An employee who elects to not repay previous contributions, or who was not vested in the System at the time of the layoff, shall receive service credit for only that service subsequent to reinstatement for the purposes of retirement benefit calculations.

7. Seniority

This seniority Subsection shall apply to work shift selection and vacation scheduling for permanent employees in the absence of clearly established departmental policies, practices, or procedures. This Subsection shall not preclude any department from establishing policies, practices, or procedures on seniority as applied to work shift and vacation scheduling. In the absence of a department policy, practice, or procedure, the following shall be used to determine seniority.

- a. Seniority shall be defined as seniority in a **classification** based on an employee's length of continuous service as a permanent employee in their present **classification**. Seniority shall not be applied to temporary, provisional or acting status employees. Permanent employees in temporary, provisional, or acting positions will continue to accrue seniority as if they were in their regular permanent position.
- b. Continuous service shall include all time in the employee's present **classification** and shall not include any time spent under suspension from duty, demotion **or transfer** to another **classification**, ~~or~~ **or** any leave of absence without pay as defined in FMC Section 3-104, or separation from City service. A military leave of absence shall not be considered a break in service.
- c. **In the event seniority is equal, seniority shall be determined based upon the employee's standing on the eligible list for that classification as prepared by the Personnel Services Department. In the event seniority is equal based on appointment to a journey level classification (e.g., for a flexibly staffed series), seniority shall first be determined based upon the employee's appointment date to the entry level classification. In the event the appointment date to the entry level class is also equal, seniority shall be determined by the employee's standing on the eligible list for the entry level classification.**
- d. **For employees occupying the classifications of Wastewater Treatment Plant Operator-in-Training, Wastewater Treatment Plant Technician, Wastewater Treatment Plant Specialist, Water Treatment Plant Operator-in-Training, and Water Treatment Plant Operator seniority shall be defined as seniority in this classification series based on an employee's length of continuous service as an employee in the classification series (i.e., date-of-hire in the series). Wastewater Treatment Plant Operator-in-Training and Water Treatment Plant Operator-in-**

**Training shall not exercise seniority rights (i.e. shift bidding) until permanent status is achieved by being promoted.**

- 1) Seniority shall not be applied to temporary, provisional or acting status employees. Permanent employees in temporary, provisional, or acting positions will continue to accrue seniority as if they were in their regular permanent position.**
- 2) Continuous service shall include all time in the classification series and shall not include any time spent under suspension from duty, demotion or transfer to another classification, or any leave of absence without pay as defined in FMC Section 3-104, or separation from City service. A military leave of absence shall not be considered a break in service.**
- 3) In the event seniority is equal, seniority shall be determined based upon each employee's standing on the eligible list for initial date-of-hire into the series as prepared by the Personnel Services Department.**
- 4) It is expressly understood that shift position assignments by classification and staffing levels are determined by management and are subject to change based on varying workload, the addition or reduction in authorized staffing, and operational and service needs. Management may assign any employee occupying the classifications of Wastewater Treatment Plant Operator-in-Training and Water Treatment Plant Operator-in-Training to a particular shift or stall, move stalls to different shifts, and change the days off for stalls. In the event management determines fixed shift schedules detrimentally impact operational and service needs, management may discontinue fixed shift schedules with thirty (30) days advance written notice to the affected employees, and the Labor Relations Division. The decision to discontinue fixed shift schedules is not appealable or grievable.**
- 5) If management discontinues fixed shift schedules, schedules shall revert to rotation through day, swing and graveyard shifts which were in existence prior to the establishment of fixed schedules.**

8. In Lieu Suspension for Disciplinary Action

By mutual agreement between the department director or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation credits equal to the number of hours of suspension in lieu of suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits.

The provisions of this Subsection shall not be subject to the grievance procedure.

9. Labor-Management Committees (LMC's)

The City and Union acknowledge the importance of the development, implementation, and maintenance of LMC's in divisions throughout the City. The parties agree to foster and provide guidance for the establishment and ongoing maintenance of LMC's. The parties understand and agree that LMC's do not have the authority to "meet and confer" regarding issues that are within the mandatory scope of bargaining. The Subsections below shall serve as minimum guidelines for LMC's throughout the City.

- a. LMC's shall be responsible for determining committee composition. However, LMC's may be composed, at a minimum, of the Assistant Department Director, a representative selected by the Business Agent for Local 39, the division manager, two supervisory/management members, two Unit members, and one member to function as the LMC's secretary/record keeper. LMC's shall meet regularly, but no less than once per month. LMC members shall be given forty-eight (48) hour notice for nonemergency meetings that are not part of the regular/routine LMC meeting schedule.
- b. LMC's shall be responsible for establishing, publishing and communicating, including any amendments thereto, LMC procedural, committee composition, and subcommittee guidelines to their division staff. The primary purpose of LMC's is to discuss and evaluate matters and concerns pertinent to the applicable division and/or the division's employees. In addition, LMC's understand that safety issues and concerns, including topics for tailgate meetings as well as changes in work rules, will be referred to the divisional safety committee.

10. Contracting Out

The City retains the right to contract out any services performed by members of this Unit. The City agrees to notify the Union when considering contracting out of services normally performed by members of this Unit which do not directly affect or displace members of the Unit due to growth or expansion.

- a. The City shall notify the Union of its intent to request proposals for the contracting out of City services when those services are currently being performed by employees of this Unit. This notification will occur thirty (30) calendar days before the request for proposals is issued. The Union agrees that the City needs to be competitive with the private sector. Both parties acknowledge that members of the Unit have valuable experience and expertise in the provision of municipal services and in that regard are desirous of including Unit members in preparing and reviewing service delivery options and cost comparisons in an effort to enhance the City's ability to be competitive with the private sector in all areas to which Unit members are assigned. In the event the award of services to third parties results in the layoff of employees of this Unit, the parties shall meet and confer on the impact of such a decision.
- b. The City agrees that before layoffs become necessary, it will use due diligence to accommodate employees displaced as a result of Council's decision to contract out any of the services enumerated above.
- c. The City shall take all reasonable action to avoid layoff of employees providing the services to be contracted out, which action may include but is not limited to, holding vacant positions in classes to which employees might be transferred, notifying employees subject to layoff of examinations being conducted by the City for placement of employees in positions for which they are qualified and administering noncompetitive, qualifying examinations to employees for positions to which they are eligible to transfer.

11. Americans with Disabilities Act (ADA), **Fair Employment and Housing Act (FEHA)**, Family Medical Leave Act (**FMLA**), California Family Rights Act (CFRA), Occupational Safety and Health Act (OSHA/Cal OSHA) and Workplace Violence

The requirements mandated by these statutes have been established in City policies (**Fresno Municipal Codes**, Administrative Orders, \*\*\* and **the Injury and Illness Prevention Program handbook**).

12. Probationary Period

Except for those entry level classifications which do not achieve permanent status, all classifications in Unit 1, represented by Local 39 are subject to a probationary period of twelve months. Employees in flexibly staffed classes shall serve twelve months of probation unless otherwise noted in the Salary Resolution. **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.**

O. JURY DUTY AND COURT APPEARANCES

1. Jury Duty

An employee who is assigned to a work schedule outside of the regular business hours of Monday through Friday 8:00 a.m. to 5:00 p.m., and who is required to attend any court in response to a summons for jury duty or while serving on a jury will be reassigned to a Monday through Friday 8:00 a.m. to 5:00 p.m. work schedule for the required time in jury duty, and night shift premium pay shall not be discontinued during the period of reassignment. Within one-half (1/2) hour of release from jury duty, or as soon as possible thereafter, the employee shall notify their supervisor of their approximate return to work time. Employees are required to report to work during regular business hours preceding and immediately following jury duty and reasonable travel time unless prior authorization has been obtained from the employee's supervisor which may include using applicable and available leave time and/or Leave Without Pay if no applicable and available leave balances exist. If an employee is dismissed from jury duty during the week, the department shall have the discretion to place the employee back in their regular work schedule for the duration of the week, provided it does not result in overtime. All employees shall receive their regular wages or salary during the time they are required to be absent from the duties of their position to attend any court in response to a summons for jury duty or while serving on a jury, **the employee shall provide a copy of the jury summons and shall inform their supervisor prior to any work shift when jury duty absences the employee from their regularly scheduled shift**, but shall pay over to the City any fees, including mileage allowances, received for such attendance or service.

## 2. Court Appearances

The following rules shall apply to court appearances.

- a. 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 of subpoena, the employee shall have the option of:
  - (1) standing by at home, when legally permitted, or,
  - (2) appearing at the court, with a minimum of three (3) hours pay at one and one-half (1 ½) times the base rate of pay. During this three (3) hour period, if the employee is not required to appear in court, the employee may, at the option of the department, be required to perform duties as assigned. The employee shall be released from duty when the subpoena or notice is cancelled or the court releases the employee.
  
- b. 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, the employee shall have the option of:
  - (1) standing by at home, when legally permitted, or
  - (2) appearing at the court, with a minimum of two (2) hours pay, at one and one-half (1 ½) times the rate of pay. During this two (2) hour period, if the employee is not required to appear in court, the employee may, at the option of the department, be required to perform duties as assigned.
  - (3) If the court appearance starts within one-half (½) hour immediately following assigned work hours, the employee shall receive a one (1) hour minimum. If the court appearance falls during assigned work hours 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.
  
- c. The provisions of Subsection 2., above shall apply to employees who are required to appear in any judicial or administrative proceeding as a witness pursuant to subpoena, court order, or by request of the District Attorney. Section O. of this Agreement 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 by the City because of the employee's employment.

- d. Where an employee's appearance extends beyond the applicable two (2) or three (3) hour minimum, the employee shall be paid the employee's base hourly rate of pay.
- e. Any employee regularly scheduled to a work schedule other than Monday through Friday may have their schedule changed to Monday through Friday until the employee's court appearance obligations are completed.

**P. SPECIAL RULES FOR THE SOLID WASTE MANAGEMENT DIVISION**

**1. Residential Solid Waste Work**

- a. Residential Solid Waste work is performed by assigned routes, the actual work upon which may vary according to the amounts of material placed out for collection by the customers, and is not fully subject to work planning. The work includes such collection and varied duties including, but not limited to, the collection of special pickups, skips, disposal of the day's collected material at disposal site, return and check-in at the dispatch office, and participation in any necessary briefing or training sessions.
- b. During the week of Thanksgiving, routes for Thursday and Friday will be shifted to Friday and Saturday. Drivers, who complete their assigned route in less than ten hours on Saturday of Thanksgiving week, will be paid for a full shift at one and one-half times the hourly rate. Drivers who do not work full ten-hour shifts on the Tuesday and Wednesday of Thanksgiving week due to unscheduled absences will not be eligible to work on Saturday.
- c. On those weeks when Christmas Day and New Year's Day fall on a regularly scheduled week day, the routes scheduled on Christmas and New Year's Day and the routes after these holidays will be shifted by one day, to include Saturday. Drivers who complete their assigned route in less than ten hours on these assigned Saturdays of the weeks of Christmas and New Year's Day, will be paid for a full shift at one and one half times the hourly rate. Drivers who do not work full ten-hour shifts any day of the week of Christmas Day (December 25) due to unscheduled absences will not be eligible to work on the Saturday after Christmas. Drivers who do not work full ten-hour shifts the week of New Year's Day (January 1) due to unscheduled absences will not be eligible to work the Saturday after New Year's Day.

2. Routes and Quality Control

Route perimeters shall be structured and restructured at the discretion of the City; however, the City will include division employees in the deliberations prior to implementing any changes. Both parties acknowledge that division employees have valuable experience and expertise in the provision of municipal services, and in that regard employees are expected to be active participants in preparing and reviewing service delivery options for their routes in an effort to enhance the City's ability to be competitive with the private sector. Employees affected as a result of route perimeter restructuring shall not have the right to bump other permanently assigned employees. The City shall have the right to take necessary steps to ensure sound quality control.

3. Vacation Selection

Selection of vacation shall be on the basis of date-of-hire seniority in the Solid Waste Management Division (SWMD).

4. Route Assignment Selection

The following route assignment selection process applies to employees occupying the classes of Sanitation Operator.

- a. General - All employees selecting/bidding route assignments must be qualified to drive the assigned vehicle. It is the responsibility of all employees to possess and maintain a valid California Driver's License (CDL) and Medical Certificate, and to inform SWMD of any change or incident with the potential for change to the employee's CDL status. Failure to possess and maintain a valid license or certificate shall result in the employee being placed on a leave without pay status, and subject to possible corrective action up to and including termination for failure to qualify for the position.
  - (1) "Floaters" are Sanitation Operators who do not have a permanent route.
  - (2) Within six months of Council approval of the MOU, the City and Local 39 will meet to discuss possible adjustments of green waste routes based on seasonal workload variations. Route assignments may be modified if the parties reach mutual agreement.
- b. Open Permanent Routes - Permanent routes are considered open for selection/bidding when new routes are added or vacancies occur

(due to movement to another permanent route, separation from City service, promotion, etc.).

(1) Selection/bidding of open permanent routes shall be on the basis of seniority, by class.

(2) Open permanent routes that do not get selected/bid for will be assigned by management to the least senior Sanitation Operator that is available. Once Sanitation Operators are awarded their selection/bid, or are assigned by management they shall not be eligible to select/bid for six (6) months for other open permanent routes that may become available.

c. Nonpermanent Routes - Nonpermanent routes occur when a permanently assigned Sanitation Operator is absent from duty for any reason (e.g., days off, vacation, sick, injury, leave without pay, etc.). There are two types of nonpermanent routes (i.e., short term and long term).

(1) General - The following applications apply to short term and long term selection processes.

(a) The SWMD may assign employees to specific routes when no other qualified employee is available. If an employee so assigned is pulled from a route the employee selected/bid on and was awarded, then after the assignment is completed the employee will be allowed to go back to the route the employee was pulled from.

(b) Employees must remain on the nonpermanent long-term route until the return of the permanently assigned employee, or until quarterly rebidding occurs on the first working day of January, April, July, and October.

(2) Short Term Routes - This is a nonpermanent route situation of 40 hours or less, and the following assignment selection process applies to floater employees occupying the class of Sanitation Operator.

(a) Short term route assignments shall be assigned by management to the least senior Sanitation Operator.

(3) Long Term Routes - This is a nonpermanent route situation of more than 40 hours, and the following assignment selection process applies to floater employees.

- (a) Selection/bidding of long term routes shall be on the basis of seniority, by class.
- (b) Long term routes that do not get selected/bid for will be assigned by management to the least senior Sanitation Operator that is available.

5. Drivers assigned to the Residential Waste division who are not available for their primary duties of driving a waste collection vehicle for a period of sixty (60) calendar days or more (as verified by documentation, such as a doctor's note or other leave of absence form) when bidding for vacations and routes is in process (i.e., at the time of bidding), will not be allowed to participate in the bid. The sixty (60) calendar days calculation will start on the first day the Driver is stated to be unavailable to perform their primary duties of driving a waste collection vehicle, and end on the day the Driver is expected to return to perform their primary duties of driving a waste collection vehicle. All Drivers will be notified of the bid date at least two (2) weeks before vacation and route assignments are declared open for bidding.

If and when a Driver returns to perform their primary duties of driving a waste collection vehicle, the Driver will be assigned as a floater and also allowed to bid on any unassigned routes.

The Driver will be eligible to bid at the next scheduled bid as long as the Driver is not again unavailable for their primary duties of driving a waste collection vehicle for a period of sixty (60) calendar days or more.

6. These rules may be modified by mutual agreement of the parties during the term of the Agreement.

**7. The City and Union agree to meet and confer regarding modification of this provision of the MOU in fiscal year 2026-2027.**

[§§ deleted]

[§§ deleted]

## ARTICLE VIII

### FEDERAL DRUG POLICY (FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT)

#### Policy

1. A policy which summarizes the federal regulations required by the Federal Omnibus Transportation Employee Testing Act is distributed to all affected employees during training and orientation.
2. The parties have agreed that the Medical Review Officer (MRO) and the Substance Abuse Professional (SAP) will be those designated by the Risk Manager and that employees referred to these services as a result of the application of this policy will be tracked separately and the charges for services provided by the referred MRO and/or SAP billed directly to the City through the Risk/Safety Manager. The Risk/Safety Manager will be responsible for receiving all information related to the implementation of this policy and directing the applicable disciplinary action in coordination with the Director of Personnel Services or designee.
3. An observer not subject to random testing under this policy, designated by one of the affected labor organizations, will be invited by the Manager of the Risk/Safety Division to be present at the time the random list is generated.
4. Any disciplinary action taken by the City as a result of this policy will be subject to the applicable provisions of current MOU's, Administrative Orders, and FMC concerning representation and hearing appeals process. Among the factors to be considered in determining the appropriate disciplinary action include the level of the offense, the nature and requirements of the work, length of employment, current job performance, and history of past disciplinary action. Pursuant to the provisions of FMC-3-605 (a)(5), the City reserves the exclusive right to determine the level of disciplinary action, utilizing the following guidelines:
  - a. An employee who registers an alcohol breath level between .02 and .039 as a result of a random test will be immediately removed from the safety sensitive position for a period of eight (8) hours Federal Transit Administration (FTA) or twenty-four (24) hours Federal Motor Carrier Safety Administration (FMCSA) and placed on administrative leave with pay for the duration of the affected scheduled shift. An employee thus removed, may be subject to appropriate disciplinary action up to and including discharge for each such offense.
  - b. An employee who registers an alcohol breath level of .04 or greater, or is determined to have a positive drug test as a result of reasonable suspicion, random selection, or post accident testing, may be referred to a SAP for

evaluation. Any employee permitted to undergo rehabilitation treatment as a condition of continued employment, must complete the treatment modality/program recommended by the SAP prior to resuming a safety sensitive function and participate in any follow-up protocol recommended by the SAP. The period of absence to complete the rehabilitation program will be charged to any available sick leave, vacation, or leave without pay, at the employee's option. It is the employee's responsibility to authorize and direct the SAP/MRO to keep the City informed of the progress of treatment. An employee who fails to inform the City concerning the status of treatment, refuses to undergo recommended treatment, does not complete the recommended program and follow-up protocol, or refuses to return to work after being released from rehabilitation treatment, will be subject to disciplinary action up to and including discharge.

- c. An employee who registers an alcohol breath level of .04 or greater, or is determined to have a positive drug test as a result of reasonable cause, post accident testing, mandatory follow-up testing, or refuses to submit to a drug or alcohol test, may be subject to disciplinary action up to and including discharge.

#### Procedure for Random Testing

The procedure for random testing is outlined in the City of Fresno Controlled Substances and Alcohol Testing Policy.

#### Reopener

If the City proposes to change the corresponding City-wide random drug and alcohol testing policy, the parties agree to a limited reopener on the MOU policy agreement between the City and the Union.

## ARTICLE IX

### HEADINGS, SAVING CLAUSE AND FULL UNDERSTANDING

#### A. HEADINGS

Agreement 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 agreement.

#### B. SAVING CLAUSE

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Union agree immediately to meet and confer upon a substitute for the invalidated article, section, or portion thereof.

#### C. FULL UNDERSTANDING

It is intended that this Agreement sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to agreements, any not attached to this Agreement are hereby terminated in their entirety. Agreements attached to this Agreement shall continue in force subject to the terms contained therein, or in the absence of specified terms the agreements shall terminate upon the expiration of this Agreement. Any agreements entered into during the term of this Agreement shall continue in force subject to the terms and conditions set forth in each agreement. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this Agreement, or in an agreement signed by both parties.

## ARTICLE X

### TERMINATION

This Agreement shall be in full force and effect from \*\*\* **June 16, 2025** to \*\*\* **June 25, 2028** subject to the Sections (A., B., and C. below). \*\*\* **All economic benefit modifications in this MOU shall be effective at the beginning of the first full pay period following Council approval, unless explicitly stated otherwise in the MOU.**

- A. This Agreement shall become effective only after ratification by the members of this Unit, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter Sections 605 and 609, \*\*\* and shall remain in full force and effect through \*\*\* **June 25, 2028**.
  
- B. During the life of this Agreement, 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 Agreement, such party shall request in writing to meet and confer on the item, which item shall be specified in writing.
  
- C. During the life of this Agreement, either party may refuse any request to meet and confer without explanation if the item is directly considered and specifically addressed herein or if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this Agreement.
  
- D. **The City is interested in creating a centralized GPS policy and that will be reflected in a future Administrative Order. When this Administrative Order is created, the City will meet and confer with Local 39.**
  
- E. REOPENERS

In the event the City proposes revisions to the Fresno Municipal Code which relate to mandatory subjects of bargaining during the term of this MOU, the parties agree to engage in the meet and confer process in accordance with the law.

IN WITNESS WHEREOF, the parties hereto have set their hands this 4th day of December, 2025.

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39:

FOR THE CITY OF FRESNO:

*Signature on File*

TIM EGGEN  
Business Manager / Secretary

*Signature on File*

JEFF GLADIEUX  
President

*Signature on File*

BRANDY JOHNSON  
Director of Public Employees

*Signature on File*

TERRI HAUSCHEL  
Chief Negotiator / Business Representative

*Signature on File*

ROSEMARY AGUINALDO  
Shop Steward

*Signature on File*

JOSE AMELY  
Shop Steward

*Signature on File*

DAVID CAIN  
Shop Steward

*Signature on File*

DAVID FLORES  
Shop Steward

*Signature on File*

PATRICIA MALDONADO  
Shop Steward

*Signature on File*

DANIEL RUIZ  
Shop Steward

*Signature on File*

SUMEET MALHI  
Chief Negotiator / Director of Personnel Services

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

BY: *Signature on File*

Assistant City Attorney

EXHIBITS

<u>EXHIBIT I</u>						
Salaries Effective December 15, 2025						
CLASS TITLE	JOB CODE	A	B	C	D	E
Airports Building Maintenance Technician	310011	4661	4894	5140	5397	5668
Airports Operations Leadworker	310010	5446	5719	6005	6306	6622
Airports Operations Specialist	310012	4954	5201	5462	5735	6023
Automotive Parts Leadworker	145006	5073	5327	5593	5873	6167
Automotive Parts Specialist	145005	4661	4894	5140	5397	5668
Aviation Mechanic I	410039	6413	6733	7071	7425	7797
Aviation Mechanic II	410040	6971	7320	7686	8071	8475
Aviation Mechanic Leadworker	410041	7669	8052	8456	8879	9323
Body & Fender Repairer I	320035	5446	5719	6005	6306	6622
Body & Fender Repairer II	320036	6103	6408	6729	7066	7420
Body & Fender Repairer Leadworker	320037	6713	7049	7402	7773	8162
Bus Air Conditioning Mechanic I	320030	5446	5719	6005	6306	6622
Bus Air Conditioning Mechanic II	320031	6103	6408	6729	7066	7420
Bus Air Conditioning Mechanic Leadworker	320032	6713	7049	7402	7773	8162
Bus Equipment Attendant Leadworker	320040	4954	5201	5462	5735	6023
Bus Mechanic I	320020	5446	5719	6005	6306	6622
Bus Mechanic II	320021	6103	6408	6729	7066	7420
Bus Mechanic Leadworker	320022	6713	7049	7402	7773	8162
Collection System Maintenance Specialist	630002	5508	5784	6073	6377	6697
Collection System Maintenance Technician	630001	5034	5286	5550	5828	6120
Combination Welder	710067	6057	6360	6679	7013	7365
Combination Welder Leadworker	710066	6646	6978	7327	7694	8079
Communications Technician	710051	6057	6360	6679	7013	7365
Construction & Heavy Equipment Operator	710025	5619	5901	6196	6507	6833
Cross Connection Control Specialist	610040	6118	6424	6746	7084	7438

**EXHIBIT I**  
Salaries Effective December 15, 2025

CLASS TITLE	JOB CODE	A	B	C	D	E
Custodian	810001	3751	3939	4137	4344	4561
Equipment Service Worker I	710075	4661	4894	5140	5397	5668
Equipment Service Worker II	710076	5073	5327	5593	5873	6167
Fire Equipment Mechanic I	420010	5446	5719	6005	6306	6622
Fire Equipment Mechanic II	420011	6103	6408	6729	7066	7420
Fire Equipment Mechanic Leadworker	420012	6713	7049	7402	7773	8162
Graffiti Abatement Technician	710009	4441	4663	4897	5143	5401
Heavy Equipment Mechanic I	710100	5446	5719	6005	6306	6622
Heavy Equipment Mechanic II	710101	6103	6408	6729	7066	7420
Heavy Equipment Mechanic Leadworker	710102	6713	7049	7402	7773	8162
Instrumentation Specialist	620025	6360	6679	7013	7365	7733
Instrumentation Technician	620026	5787	6076	6380	6700	7035
Irrigation Specialist	510005	4887	5131	5389	5658	5941
Laborer	710005	3751	3939	4137	4344	4561
Light Equipment Mechanic I	710095	5446	5719	6005	6306	6622
Light Equipment Mechanic II	710096	6103	6408	6729	7066	7420
Light Equipment Mechanic Leadworker	710097	6713	7049	7402	7773	8162
Light Equipment Operator	710020	4954	5201	5462	5735	6023
Maintenance & Construction Worker	710015	4528	4755	4994	5243	5506
Maintenance & Operations Assistant	710001	3751	3939	4137	4344	4561
Maintenance Carpenter I	810020	4994	5243	5506	5781	6071
Maintenance Carpenter II	810021	5508	5784	6073	6377	6697
Park Equipment Mechanic I	710109	4501	4727	4964	5213	5474
Park Equipment Mechanic II	710110	4954	5201	5462	5735	6023
Park Equipment Mechanic Leadworker	710111	5446	5719	6005	6306	6622

**EXHIBIT I**  
Salaries Effective December 15, 2025

CLASS TITLE	JOB CODE	A	B	C	D	E
Parking Meter Attendant I	710125	4067	4270	4485	4709	4945
Parking Meter Attendant II	710126	4501	4727	4964	5213	5474
Parking Meter Attendant Leadworker	710127	4921	5168	5427	5699	5984
Parks Maintenance Leadworker	510003	4887	5131	5389	5658	5941
Parks Maintenance Worker I	510001	3751	3939	4137	4344	4561
Parks Maintenance Worker II	510002	4441	4663	4897	5143	5401
Power Generation Operator/Mechanic	620055	6705	7041	7393	7763	8151
Property Maintenance Leadworker	810007	4994	5243	5506	5781	6071
Property Maintenance Worker	810006	4661	4894	5140	5397	5668
Rofer	810010	4551	4779	5019	5270	5535
Sanitation Operator	640021	4954	5201	5462	5735	6023
Senior Collection System Maintenance Specialist	630004	6059	6362	6681	7016	7367
Senior Communications Technician	710052	6646	6978	7327	7694	8079
Senior Construction & Heavy Equipment Operator	710026	6915	7261	7625	8006	8408
Senior Custodian	810002	4067	4270	4485	4709	4945
Senior Sanitation Operator	640022	5619	5901	6196	6507	6833
Senior Wastewater Mechanical Specialist	620062	6590	6920	7267	7631	8014
Senior Wastewater Treatment Plant Operator	620043	7310	7676	8061	8464	8887
Senior Water Distribution/Production Operator	610030	7310	7676	8061	8464	8887
Senior Water Treatment Plant Operator	610039	7651	8034	8437	8859	9302
Solid Waste Safety & Training Specialist	640005	5359	5628	5910	6206	6516
Street Maintenance Leadworker	710040	5073	5327	5593	5873	6167
Street Sweeper Lead Operator	710036	5446	5719	6005	6306	6622
Street Sweeper Operator	710035	4954	5201	5462	5735	6023
Tire Maintenance & Repair Technician	710081	5073	5327	5593	5873	6167

EXHIBIT I

Salaries Effective December 15, 2025

CLASS TITLE	JOB CODE	A	B	C	D	E
Tire Maintenance Worker	710080	4661	4894	5140	5397	5668
Traffic Maintenance Leadworker	710046	5073	5327	5593	5873	6167
Traffic Maintenance Worker I	710044	4184	4394	4614	4845	5088
Traffic Maintenance Worker II	710045	4603	4834	5076	5330	5596
Tree Trimmer Leadworker	510010	5034	5286	5550	5828	6120
Utility Leadworker	710010	4887	5131	5389	5658	5941
Vehicle Upfitter	710050	5508	5784	6073	6377	6697
Waste Container Maintenance Worker	640010	4067	4270	4485	4709	4945
Wastewater Distributor Technician	620050	4603	4834	5076	5330	5596
Wastewater Mechanical Specialist	620061	6118	6424	6746	7084	7438
Wastewater Mechanical Technician	620060	5508	5784	6073	6377	6697
Wastewater Treatment Plant Operator-In-Training	620040	4873	5118	5374	5643	5927
Wastewater Treatment Plant Specialist	620042	6446	6769	7108	7464	7838
Wastewater Treatment Plant Technician	620041	6093	6398	6719	7055	7409
Water Distribution/Production Specialist	610029	6118	6424	6746	7084	7438
Water Distribution/Production Technician	610028	5508	5784	6073	6377	6697
Water Maintenance Mechanic Specialist	610032	6093	6398	6719	7055	7409
Water Maintenance Mechanic Technician	610031	5508	5784	6073	6377	6697
Water Quality Specialist	610034	6118	6424	6746	7084	7438
Water Quality Technician	610033	5508	5784	6073	6377	6697
Water System Trainee	610023	3751	3939	4137	4344	4561
Water Treatment Plant Operator	610042	6646	6978	7327	7694	8079
Water Treatment Plant Operator-In-Training	610041	4921	5168	5427	5699	5984

**EXHIBIT II**  
Salaries Effective June 15, 2026

CLASS TITLE	JOB CODE	A	B	C	D	E
Airports Building Maintenance Technician	310011	4801	5041	5295	5559	5839
Airports Operations Leadworker	310010	5610	5891	6186	6496	6821
Airports Operations Specialist	310012	5103	5358	5626	5908	6204
Automotive Parts Leadworker	145006	5226	5487	5761	6050	6353
Automotive Parts Specialist	145005	4801	5041	5295	5559	5839
Aviation Mechanic I	410039	6606	6935	7284	7648	8031
Aviation Mechanic II	410040	7181	7540	7917	8314	8730
Aviation Mechanic Leadworker	410041	7900	8294	8710	9146	9603
Body & Fender Repairer I	320035	5610	5891	6186	6496	6821
Body & Fender Repairer II	320036	6287	6601	6931	7278	7643
Body & Fender Repairer Leadworker	320037	6915	7261	7625	8007	8407
Bus Air Conditioning Mechanic I	320030	5610	5891	6186	6496	6821
Bus Air Conditioning Mechanic II	320031	6287	6601	6931	7278	7643
Bus Air Conditioning Mechanic Leadworker	320032	6915	7261	7625	8007	8407
Bus Equipment Attendant Leadworker	320040	5103	5358	5626	5908	6204
Bus Mechanic I	320020	5610	5891	6186	6496	6821
Bus Mechanic II	320021	6287	6601	6931	7278	7643
Bus Mechanic Leadworker	320022	6915	7261	7625	8007	8407
Collection System Maintenance Specialist	630002	5674	5958	6256	6569	6898
Collection System Maintenance Technician	630001	5186	5445	5717	6003	6304
Combination Welder	710067	6239	6551	6880	7224	7586
Combination Welder Leadworker	710066	6846	7188	7547	7925	8322
Communications Technician	710051	6239	6551	6880	7224	7586
Construction & Heavy Equipment Operator	710025	5788	6079	6382	6703	7038
Cross Connection Control Specialist	610040	6302	6617	6949	7297	7662

**EXHIBIT II**  
Salaries Effective June 15, 2026

CLASS TITLE	JOB CODE	A	B	C	D	E
Custodian	810001	3864	4058	4262	4475	4698
Equipment Service Worker I	710075	4801	5041	5295	5559	5839
Equipment Service Worker II	710076	5226	5487	5761	6050	6353
Fire Equipment Mechanic I	420010	5610	5891	6186	6496	6821
Fire Equipment Mechanic II	420011	6287	6601	6931	7278	7643
Fire Equipment Mechanic Leadworker	420012	6915	7261	7625	8007	8407
Graffiti Abatement Technician	710009	4575	4803	5044	5298	5564
Heavy Equipment Mechanic I	710100	5610	5891	6186	6496	6821
Heavy Equipment Mechanic II	710101	6287	6601	6931	7278	7643
Heavy Equipment Mechanic Leadworker	710102	6915	7261	7625	8007	8407
Instrumentation Specialist	620025	6551	6880	7224	7586	7965
Instrumentation Technician	620026	5961	6259	6572	6901	7247
Irrigation Specialist	510005	5034	5285	5551	5828	6120
Laborer	710005	3864	4058	4262	4475	4698
Light Equipment Mechanic I	710095	5610	5891	6186	6496	6821
Light Equipment Mechanic II	710096	6287	6601	6931	7278	7643
Light Equipment Mechanic Leadworker	710097	6915	7261	7625	8007	8407
Light Equipment Operator	710020	5103	5358	5626	5908	6204
Maintenance & Construction Worker	710015	4664	4898	5144	5401	5672
Maintenance & Operations Assistant	710001	3864	4058	4262	4475	4698
Maintenance Carpenter I	810020	5144	5401	5672	5955	6254
Maintenance Carpenter II	810021	5674	5958	6256	6569	6898
Park Equipment Mechanic I	710109	4637	4869	5113	5370	5639
Park Equipment Mechanic II	710110	5103	5358	5626	5908	6204
Park Equipment Mechanic Leadworker	710111	5610	5891	6186	6496	6821

**EXHIBIT II**  
Salaries Effective June 15, 2026

CLASS TITLE	JOB CODE	A	B	C	D	E
Parking Meter Attendant I	710125	4190	4399	4620	4851	5094
Parking Meter Attendant II	710126	4637	4869	5113	5370	5639
Parking Meter Attendant Leadworker	710127	5069	5324	5590	5870	6164
Parks Maintenance Leadworker	510003	5034	5285	5551	5828	6120
Parks Maintenance Worker I	510001	3864	4058	4262	4475	4698
Parks Maintenance Worker II	510002	4575	4803	5044	5298	5564
Power Generation Operator/Mechanic	620055	6907	7253	7615	7996	8396
Property Maintenance Leadworker	810007	5144	5401	5672	5955	6254
Property Maintenance Worker	810006	4801	5041	5295	5559	5839
Roofer	810010	4688	4923	5170	5429	5702
Sanitation Operator	640021	5103	5358	5626	5908	6204
Senior Collection System Maintenance Specialist	630004	6241	6553	6882	7227	7589
Senior Communications Technician	710052	6846	7188	7547	7925	8322
Senior Construction & Heavy Equipment Operator	710026	7123	7479	7854	8247	8661
Senior Custodian	810002	4190	4399	4620	4851	5094
Senior Sanitation Operator	640022	5788	6079	6382	6703	7038
Senior Wastewater Mechanical Specialist	620062	6788	7128	7486	7860	8255
Senior Wastewater Treatment Plant Operator	620043	7530	7907	8303	8718	9154
Senior Water Distribution/Production Operator	610030	7530	7907	8303	8718	9154
Senior Water Treatment Plant Operator	610039	7881	8276	8691	9125	9582
Solid Waste Safety & Training Specialist	640005	5520	5797	6088	6393	6712
Street Maintenance Leadworker	710040	5226	5487	5761	6050	6353
Street Sweeper Lead Operator	710036	5610	5891	6186	6496	6821
Street Sweeper Operator	710035	5103	5358	5626	5908	6204
Tire Maintenance & Repair Technician	710081	5226	5487	5761	6050	6353

**EXHIBIT II**  
Salaries Effective June 15, 2026

CLASS TITLE	JOB CODE	A	B	C	D	E
Tire Maintenance Worker	710080	4801	5041	5295	5559	5839
Traffic Maintenance Leadworker	710046	5226	5487	5761	6050	6353
Traffic Maintenance Worker I	710044	4310	4526	4753	4991	5241
Traffic Maintenance Worker II	710045	4742	4980	5229	5490	5764
Tree Trimmer Leadworker	510010	5186	5445	5717	6003	6304
Utility Leadworker	710010	5034	5285	5551	5828	6120
Vehicle Upfitter	710050	5674	5958	6256	6569	6898
Waste Container Maintenance Worker	640010	4190	4399	4620	4851	5094
Wastewater Distributor Technician	620050	4742	4980	5229	5490	5764
Wastewater Mechanical Specialist	620061	6302	6617	6949	7297	7662
Wastewater Mechanical Technician	620060	5674	5958	6256	6569	6898
Wastewater Treatment Plant Operator-In-Training	620040	5020	5272	5536	5813	6105
Wastewater Treatment Plant Specialist	620042	6640	6973	7322	7688	8074
Wastewater Treatment Plant Technician	620041	6276	6590	6921	7267	7632
Water Distribution/Production Specialist	610029	6302	6617	6949	7297	7662
Water Distribution/Production Technician	610028	5674	5958	6256	6569	6898
Water Maintenance Mechanic Specialist	610032	6276	6590	6921	7267	7632
Water Maintenance Mechanic Technician	610031	5674	5958	6256	6569	6898
Water Quality Specialist	610034	6302	6617	6949	7297	7662
Water Quality Technician	610033	5674	5958	6256	6569	6898
Water System Trainee	610023	3864	4058	4262	4475	4698
Water Treatment Plant Operator	610042	6846	7188	7547	7925	8322
Water Treatment Plant Operator-In-Training	610041	5069	5324	5590	5870	6164

**EXHIBIT III**  
Salaries Effective June 14, 2027

CLASS TITLE	JOB CODE	A	B	C	D	E
Airports Building Maintenance Technician	310011	4946	5193	5454	5726	6015
Airports Operations Leadworker	310010	5779	6068	6372	6691	7026
Airports Operations Specialist	310012	5257	5519	5795	6086	6391
Automotive Parts Leadworker	145006	5383	5652	5934	6232	6544
Automotive Parts Specialist	145005	4946	5193	5454	5726	6015
Aviation Mechanic I	410039	6805	7144	7503	7878	8272
Aviation Mechanic II	410040	7397	7767	8155	8564	8992
Aviation Mechanic Leadworker	410041	8137	8543	8972	9421	9892
Body & Fender Repairer I	320035	5779	6068	6372	6691	7026
Body & Fender Repairer II	320036	6476	6800	7139	7497	7873
Body & Fender Repairer Leadworker	320037	7123	7479	7854	8248	8660
Bus Air Conditioning Mechanic I	320030	5779	6068	6372	6691	7026
Bus Air Conditioning Mechanic II	320031	6476	6800	7139	7497	7873
Bus Air Conditioning Mechanic Leadworker	320032	7123	7479	7854	8248	8660
Bus Equipment Attendant Leadworker	320040	5257	5519	5795	6086	6391
Bus Mechanic I	320020	5779	6068	6372	6691	7026
Bus Mechanic II	320021	6476	6800	7139	7497	7873
Bus Mechanic Leadworker	320022	7123	7479	7854	8248	8660
Collection System Maintenance Specialist	630002	5845	6137	6444	6767	7105
Collection System Maintenance Technician	630001	5342	5609	5889	6184	6494
Combination Welder	710067	6427	6748	7087	7441	7814
Combination Welder Leadworker	710066	7052	7404	7774	8163	8572
Communications Technician	710051	6427	6748	7087	7441	7814
Construction & Heavy Equipment Operator	710025	5962	6262	6574	6905	7250
Cross Connection Control Specialist	610040	6492	6816	7158	7516	7892

**EXHIBIT III**  
Salaries Effective June 14, 2027

CLASS TITLE	JOB CODE	A	B	C	D	E
Custodian	810001	3980	4180	4390	4610	4839
Equipment Service Worker I	710075	4946	5193	5454	5726	6015
Equipment Service Worker II	710076	5383	5652	5934	6232	6544
Fire Equipment Mechanic I	420010	5779	6068	6372	6691	7026
Fire Equipment Mechanic II	420011	6476	6800	7139	7497	7873
Fire Equipment Mechanic Leadworker	420012	7123	7479	7854	8248	8660
Graffiti Abatement Technician	710009	4713	4948	5196	5457	5731
Heavy Equipment Mechanic I	710100	5779	6068	6372	6691	7026
Heavy Equipment Mechanic II	710101	6476	6800	7139	7497	7873
Heavy Equipment Mechanic Leadworker	710102	7123	7479	7854	8248	8660
Instrumentation Specialist	620025	6748	7087	7441	7814	8204
Instrumentation Technician	620026	6140	6447	6770	7109	7465
Irrigation Specialist	510005	5186	5444	5718	6003	6304
Laborer	710005	3980	4180	4390	4610	4839
Light Equipment Mechanic I	710095	5779	6068	6372	6691	7026
Light Equipment Mechanic II	710096	6476	6800	7139	7497	7873
Light Equipment Mechanic Leadworker	710097	7123	7479	7854	8248	8660
Light Equipment Operator	710020	5257	5519	5795	6086	6391
Maintenance & Construction Worker	710015	4804	5045	5299	5564	5843
Maintenance & Operations Assistant	710001	3980	4180	4390	4610	4839
Maintenance Carpenter I	810020	5299	5564	5843	6134	6442
Maintenance Carpenter II	810021	5845	6137	6444	6767	7105
Park Equipment Mechanic I	710109	4777	5016	5267	5532	5809
Park Equipment Mechanic II	710110	5257	5519	5795	6086	6391
Park Equipment Mechanic Leadworker	710111	5779	6068	6372	6691	7026

**EXHIBIT III**  
Salaries Effective June 14, 2027

CLASS TITLE	JOB CODE	A	B	C	D	E
Parking Meter Attendant I	710125	4316	4531	4759	4997	5247
Parking Meter Attendant II	710126	4777	5016	5267	5532	5809
Parking Meter Attendant Leadworker	710127	5222	5484	5758	6047	6349
Parks Maintenance Leadworker	510003	5186	5444	5718	6003	6304
Parks Maintenance Worker I	510001	3980	4180	4390	4610	4839
Parks Maintenance Worker II	510002	4713	4948	5196	5457	5731
Power Generation Operator/Mechanic	620055	7115	7471	7844	8236	8648
Property Maintenance Leadworker	810007	5299	5564	5843	6134	6442
Property Maintenance Worker	810006	4946	5193	5454	5726	6015
Roofer	810010	4829	5071	5326	5592	5874
Sanitation Operator	640021	5257	5519	5795	6086	6391
Senior Collection System Maintenance Specialist	630004	6429	6750	7089	7444	7817
Senior Communications Technician	710052	7052	7404	7774	8163	8572
Senior Construction & Heavy Equipment Operator	710026	7337	7704	8090	8495	8921
Senior Custodian	810002	4316	4531	4759	4997	5247
Senior Sanitation Operator	640022	5962	6262	6574	6905	7250
Senior Wastewater Mechanical Specialist	620062	6992	7342	7711	8096	8503
Senior Wastewater Treatment Plant Operator	620043	7756	8145	8553	8980	9429
Senior Water Distribution/Production Operator	610030	7756	8145	8553	8980	9429
Senior Water Treatment Plant Operator	610039	8118	8525	8952	9399	9870
Solid Waste Safety & Training Specialist	640005	5686	5971	6271	6585	6914
Street Maintenance Leadworker	710040	5383	5652	5934	6232	6544
Street Sweeper Lead Operator	710036	5779	6068	6372	6691	7026
Street Sweeper Operator	710035	5257	5519	5795	6086	6391
Tire Maintenance & Repair Technician	710081	5383	5652	5934	6232	6544

**EXHIBIT III**  
Salaries Effective June 14, 2027

CLASS TITLE	JOB CODE	A	B	C	D	E
Tire Maintenance Worker	710080	4946	5193	5454	5726	6015
Traffic Maintenance Leadworker	710046	5383	5652	5934	6232	6544
Traffic Maintenance Worker I	710044	4440	4662	4896	5141	5399
Traffic Maintenance Worker II	710045	4885	5130	5386	5655	5937
Tree Trimmer Leadworker	510010	5342	5609	5889	6184	6494
Utility Leadworker	710010	5186	5444	5718	6003	6304
Vehicle Upfitter	710050	5845	6137	6444	6767	7105
Waste Container Maintenance Worker	640010	4316	4531	4759	4997	5247
Wastewater Distributor Technician	620050	4885	5130	5386	5655	5937
Wastewater Mechanical Specialist	620061	6492	6816	7158	7516	7892
Wastewater Mechanical Technician	620060	5845	6137	6444	6767	7105
Wastewater Treatment Plant Operator-In-Training	620040	5171	5431	5703	5988	6289
Wastewater Treatment Plant Specialist	620042	6840	7183	7542	7919	8317
Wastewater Treatment Plant Technician	620041	6465	6788	7129	7486	7861
Water Distribution/Production Specialist	610029	6492	6816	7158	7516	7892
Water Distribution/Production Technician	610028	5845	6137	6444	6767	7105
Water Maintenance Mechanic Specialist	610032	6465	6788	7129	7486	7861
Water Maintenance Mechanic Technician	610031	5845	6137	6444	6767	7105
Water Quality Specialist	610034	6492	6816	7158	7516	7892
Water Quality Technician	610033	5845	6137	6444	6767	7105
Water System Trainee	610023	3980	4180	4390	4610	4839
Water Treatment Plant Operator	610042	7052	7404	7774	8163	8572
Water Treatment Plant Operator-In-Training	610041	5222	5484	5758	6047	6349

## Attendance Policy – Unit 1, Represented by Local 39

### PURPOSE

To establish an attendance policy for employees in Unit 1, represented by Local 39.

### POLICY & PROCEDURES

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

[§§ deleted]

1. \*\*\* Statutorily protected leaves (e.g., Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), **Military Leave, Workers' Compensation Leave**) \*\*\* **shall be allowed.**
2. **Abuse and/or misuse of Sick Leave shall be investigated and shall subject the employee to corrective and/or disciplinary action up to and including termination in accordance with Administrative Order 2-14 \*\*\*.**
3. In the event of a serious illness or injury to the employee requiring the employee's absence during a future period of time, \*\*\* the \*\*\* City \*\*\* **Manager's Office or designee**, the employee and the Union may agree to a plan for the employee's absence(s) over a specified period of time. If such plan is agreed upon, absences under such plan shall not be subject to this policy.
4. Employees who are eligible to use Sick Leave for an absence may use other available leave once Sick Leave is exhausted.

### DEFINITIONS AND RULES - SECTION I:

#### 1. Absences

An absence or absenteeism is defined as any failure to report to or remain at work as scheduled regardless of the reason.

[§ deleted]

- (a) Employees who are unable to report to work must notify their manager or designee in advance of their scheduled start time. Employees who fail to provide advanced notification of an absence **may be considered a no-call/no-show and** may be subject to corrective/disciplinary action. \*\*\*

- (b) Employees who are absent for an indefinite period due to illness or injury must inform their supervisor of their absence at the onset of the absence prior to the start of their scheduled shift in accordance with subsection (a) **above** <sup>\*\*\*</sup>, and inform their supervisor of their anticipated return date. The employee will not be required to call in daily from the onset of their absence until their anticipated return date. An employee may be required to provide a medical professional's verification to return to work after the use of greater than forty (40) hours of consecutive leave used for the absence <sup>\*\*\*</sup>.

[§§ deleted]

- (c) Any employee who does not report to work and does not notify their manager or designee of the absence will be considered absent without leave and may be subject to **corrective/disciplinary action regardless of whether the absence itself would otherwise be protected** <sup>\*\*\*</sup>.
- (d) **Any employee whose Sick Leave and/or other leave usage exhibit patterns or excessive use may be subject to corrective/disciplinary action.**
- (e) These provisions shall not preclude any department or division from establishing policies or procedures regarding absences, including, but not limited to the time in which employees must provide advanced notification, subject to meet and confer with Labor Relations and the Union.

## 2. **Tardies**

An employee is tardy if they report to work after their scheduled start time. Departments and/or divisions may establish policies or procedures which provide specific guidance on the timing which constitutes a tardy based on operational need. Grace periods or report to work time ranges are at the discretion of management.

- (a) Excessive tardiness is defined as three (3) or more tardies during one (1) calendar month.

[§ deleted]

- (b) Employees who are going to be tardy must notify their manager or designee that they will be tardy in advance of their scheduled start time and provide the time they anticipate they will report to work. Employees who fail to provide advanced notification of a tardy may be subject to corrective/disciplinary action.
- (c) Employees who are tardy and report to work by their anticipated report time will receive one (1) tardy. Employees who do not report to work by their anticipated report time will receive a second tardy.

- (d) 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 or remain at work for the balance of the day as directed by a supervisor may be cause for **corrective**/disciplinary action.
- (e) Employees may use applicable leave balances or Leave Without Pay to cover work time missed due to the tardy.
- (f) These provisions shall not preclude any department or division from establishing policies or procedures regarding tardies that are not addressed in these provisions, including, but not limited to the time in which employees must provide advanced notification, subject to meet and confer with Labor Relations and the Union.

#### **CORRECTIVE/DISCIPLINE ACTIONS - SECTION II:**

**\*\*\* Excessive \*\*\* tardiness, abuse and/or misuse of Sick Leave as described in Article VII(G)(2) of this MOU, failure to provide advanced notice of an absence or tardy, failure to report to or remain at work for the balance of the day on which tardiness occurs as directed by a supervisor, being absent from work without notifying their manager or designee, and being absent without any Sick Leave balance by an employee \*\*\* may subject said employee(s) to corrective/disciplinary action up to and including termination in accordance with Administrative Order 2-14. \*\*\***

[§§ deleted]

**Side Letter of Agreement  
Between  
City of Fresno  
and  
International Union of Operating Engineers, Stationary Engineers, Local 39**

**On-Duty Meal Periods**

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Fresno (“City”) and the International Union of Operating Engineers, Stationary Engineers, Local 39, (“Union”), and sets forth the full and entire understanding of the parties regarding the On-Duty Meal Periods section outlined in the current Memorandum of Understanding (“MOU”) between the City and the Union.

ARTICLE VII

COMPENSATION AND BENEFITS

M. HOURS OF WORK AND SCHEDULES

1. General

- a. The workweek for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The workday starts at 12:01 a.m., and ends 24-hours later at midnight. The standard/normal workweek work schedule is a 5/8 consisting of five-(5) days of eight-(8) hours each, excluding a meal period.
- b. Work schedules (includes days off and meal periods) are established by individual departments/divisions, solely at management’s discretion, based upon the need to provide service to the public, other City departments, and/or other operational efficiency requirements. If requested by either party, the City and the Union agree to meet and consult prior to implementation of new work schedules.
- c. Employees shall receive a one (1) hour or a one-half ( $\frac{1}{2}$ ) hour meal period, without pay, each day **with the exception of the classifications listed in Section M.1.c.i. below who shall receive a paid one-half (1/2) hour on-duty meal period**, and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. Meal periods and rest periods are scheduled by departments/divisions according to the needs of the

department/division. If an employee is required to work during the employee's meal period, with the approval of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift **with the exception of the classifications listed in Section M.1.c.i. below whose meal period may or may not be interrupted.** The City retains the exclusive right to control the use of City-paid break periods, and exclusive control of the use of City vehicles at all times.

- i. **Water Treatment Plant Operators-In-Training, Water Treatment Plant Operators, Senior Water Treatment Plant Operators, and Senior Wastewater Treatment Plant Operators who \*\*\* are assigned to the Water or Wastewater Treatment Plant \*\*\* and whose nature of work prevents them from being relieved of all duties shall have a paid one-half (1/2) hour on-duty meal period, which may or may not be interrupted,** at the employee's regular rate of pay as part of their regular eight- or ten-hour shift and shall have their schedules adjusted accordingly to incorporate the paid on-duty meal period (e.g., 10:00pm-6:00am instead of 10:00pm-6:30am, 6:00pm-4:00am instead of 6:00pm-4:30am, etc.). **The City has expanded the paid on-duty meal periods to all shifts in the classifications above who work at the Water or Wastewater Treatment Plant with mutual agreement by the Union. The City and Union agree to meet and discuss if any issues or concerns arise from this expansion.** These changes shall be implemented no later than 60 days after ratification of the successor MOU.
- d. Employees whose duties require it shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift.
- e. With 72-hours' notice to affected employees, departments/divisions may temporarily modify an employee's regular schedule to address special service needs, employee training and/or cross-training, and backlog and/or workload concerns. Said temporary modification shall not result in the loss of night shift premium pay.

This Agreement shall be effective February 9, 2026 until the implementation of a successor MOU. This subject will be addressed in the successor MOU.

FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, STATIONARY  
ENGINEERS, LOCAL 39:

FOR THE CITY OF FRESNO:

*Signature on File*

*Signature on File*

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TIM EGGEN  
Business Manager/Secretary

---

SUMEET MALHI  
Director of Personnel Services

*Signature on File*

---

BRANDY JOHNSON  
Director of Public Employees

*Signature on File*

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TERRI HAUSCHEL  
Business Representative

DATE: 3/11/2026

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

*Signature on File*

BY: \_\_\_\_\_  
Assistant City Attorney

**Side Letter of Agreement  
Between  
City of Fresno  
and  
International Union of Operating Engineers, Stationary Engineers, Local 39**

**New Classification Specification Requirements**

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Fresno (“City”) and the International Union of Operating Engineers, Stationary Engineers, Local 39, (“Union”), and sets forth the full and entire understanding of both parties regarding the implementation of the new classification specification requirements resulting from the Classification and Compensation Study completed in 2025. Both parties have met and conferred in good faith and have agreed to modify the implementation of the new classification specification requirements, as follows:

The City and Local 39 agree that all employees will follow the new classification specification requirements resulting from the Local 39 Classification and Compensation Study, except that for those employees hired prior to October 20, 2025, whose new classification specification added that a Class A or Class B Commercial Driver’s License and/or a new certification is required or may be required, shall not be required to obtain the new Class A or Class B Commercial Driver’s License and/or new certification, unless mandated by state and/or federal law consistent with the duties and responsibilities of their classification and assignment.

Employees in the Mechanic series shall be required to maintain the decreased number of ASE certifications consistent with the revised classification specifications, except that for those employees who previously did not have to obtain or maintain any ASE certifications shall continue to be exempt from obtaining or maintaining any ASE certifications during continuous service in a permanent position in the classification for which the exemption applied. If the employee leaves the classification due to permanent promotion, permanent transfer to a different classification, or separation from City service, the exemption shall end indefinitely. These employees and their classifications are listed below:

- Mark Felice, Heavy Equipment Mechanic Leadworker
- Richard Goulart, Heavy Equipment Mechanic II
- Michael Petersen, Heavy Equipment Mechanic II
- Alejandro Velasquez Angeles, Heavy Equipment Mechanic II
- Harvey Stidston, Bus Mechanic II
- Robert Uhler, Bus Mechanic Leadworker

This Agreement shall be effective on April 20, 2026.

FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, STATIONARY  
ENGINEERS, LOCAL 39:

FOR THE CITY OF FRESNO:

*Signature on File*

*Signature on File*

\_\_\_\_\_  
TIM EGGEN  
Business Manager/Secretary

\_\_\_\_\_  
SUMEET MALHI  
Director of Personnel Services

*Signature on File*

\_\_\_\_\_  
BRANDY JOHNSON  
Director of Public Employees

*Signature on File*

\_\_\_\_\_  
TERRI HAUSCHEL  
Business Representative

DATE: 4/20/2026

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

*Signature on File*

BY: \_\_\_\_\_  
Assistant City Attorney