

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR THE**

**CITY OF FRESNO**

**AND THE**

**CITY OF FRESNO MANAGEMENT EMPLOYEES ASSOCIATION**

**(Management Classes - Unit 14)**

**June 16, 2025 through June 13, 2027**



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ATTACHMENT 1 – EMPLOYEE PERFORMANCE EVALUATION FORM

SIDE LETTER OF AGREEMENT - ANNUAL LEAVE

<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 (MOU), entered into between the City of Fresno, hereinafter referred to as the City, and the City of Fresno Management Employees Association, Management Unit, hereinafter referred to as the Association, CFMEA, or as Unit, has as its purpose the establishment of wages, hours, and other terms and conditions of employment, and to promote collaboration in the resolution of issues affecting all parties.

#### B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Article 2 of Chapter 3, and Sections 3-101, 3-201, 3-202, 3-501, and 3-603 of the Fresno Municipal Code (FMC) shall govern the construction, meaning, and application of words and phrases 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 Association is governed by Chapter 10 of Division 4 of Title I of the Government Code, Section 3500 *et seq.*, (commonly known as the Meyers-Milias-Brown Act or MMBA), as may be amended from time to time, and Article 6 of Chapter 3 of the FMC. In the event of conflict between said laws and this MOU, or in the event of conflicts in interpretation, said laws shall govern.

## ARTICLE II

### EMPLOYEE RIGHTS

#### A. GENERAL

The rights of employees are set forth in Section 3-604 of the FMC, and said section presently reads as follows:

"Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relationship with the City. No employees shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee or an employee organization because of exercise of any of these rights. No management employee or confidential employee shall act as a representative of any employee organization which represents employees other than management employees or confidential employees."

#### B. NONDISCRIMINATION

The provisions of this MOU shall apply to and be exercised by all members of the Association consistent with state and federal nondiscrimination statutes.

#### C. EMPLOYEE RESPONSIBILITIES

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

#### D. PERSONNEL FILES

1. The Personnel Services Department shall maintain the official personnel file for each employee. Each employee may review, or authorize in writing its review by a designated representative, subject to reasonable rules and regulations, and receive a copy of all material placed in either their official file or departmental personnel 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 confidential and access is limited.

2. Documents, including performance evaluations, retained in the employee's departmental personnel file shall be forwarded to the employee's new department if the employee transfers, promotes, or demotes. The file should be forwarded to Personnel Services Department when the employee leaves City service.
3. Inquiries regarding employment references shall be administered in accordance with existing City policies.

## ARTICLE III

### CITY RIGHTS

#### A. GENERAL

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

\*\*\***(a)** The exclusive rights to the City include, but are not limited to, the right to

- (1) determine the missions of its constituent departments, divisions, commissions, and boards;
  - (2) set standards of service and municipal fees and charges;
  - (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
  - (4) direct its employees;
  - (5) take disciplinary action;
  - (6) relieve its employees from duty because of lack of work or other legitimate reasons;
  - (7) maintain the efficiency of governmental operations;
  - (8) determine the methods, means, and personnel by which government operations are to be conducted;
  - (9) determine the content of job classifications;
  - (10) take all necessary actions to carry out its mission;
  - (11) exercise complete control and discretion over its organization and technology of performing its work.\*\*\*
2. The rights of the City include the determination of staffing levels, including but not limited to, staffing by shift and class.
  3. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in Section 1. (a) above are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council-approved MOU.

4. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
5. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

## ARTICLE IV

### RECOGNITION

#### A. ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Management Classes Unit, and therefore, shall 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 endeavor to reach agreement on a successor MOU. In order that the meet and confer process includes adequate time for full consideration of the proposals of both parties and for the resolution of any impasse, the City shall accept proposals from the Association as early as three (3) months prior to the date the MOU expires.
2. Employees of the City shall have the right to refuse to join or participate in the activities of the Association and shall have the right to represent themselves individually in their employment relationship with the City of Fresno. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Association because of the exercise of these rights.

#### B. UNIT DESCRIPTION

The Association represents one (1) unit consisting of Management employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one (1) of the classes listed in Exhibit 14 of the Salary Resolution, as such Unit may be modified from time to time in the manner designated in the FMC.

All classes in Exhibit 14 of the Salary Resolution are part of the Unclassified Service, as defined in the City Charter Section 1000. Members of the Unclassified Service are at-will employees who serve at the will of the appointing authority and are not covered by the City's Civil Service regulations or procedures unless they also apply specifically to employees holding permanent positions in the Unclassified Service.

#### C. CITY RECOGNITION

The Association recognizes the City Manager of the City of Fresno, or such person as may be designated in writing, as the designated representative of the City, and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU.

#### D. RECOGNITION OF MUTUAL OBLIGATION

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

#### E. NEW EMPLOYEE ORIENTATION

The Personnel Services Department (PSD) provides a new employee orientation (NEO) program to all new City employees. PSD will notify the Association at least ten (10) days in advance of a scheduled NEO, and at the end of the work week immediately preceding the NEO if the NEO will include any individuals who will be represented by the Association, unless the City is unable to reasonably do so because of an unforeseeable urgent need critical to City operations.

A representative of the bargaining unit 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 bargaining unit will be provided an opportunity to meet with new bargaining unit members during the NEO. The session will be scheduled for twenty (20) minutes. This session will not be held if there are no new bargaining unit members attending the NEO or if the bargaining unit representative is not available.

#### F. EMPLOYEE INFORMATION

The City will provide the employee information it has on file in compliance with Government Code §3358 for all new hires in the bargaining unit within thirty (30) days of hire, as well as all employees represented by the Association at least once per quarter.

Pursuant to Government Code §3358, employees may opt out of releasing the following information to the Association: home address, home and personal cellular telephone numbers, and personal email addresses.

#### G. LOCKOUT AND STRIKES

1. In the event the meet and confer process beginning prior to the expiration of this MOU results in an impasse, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to completion of any impasse resolution procedures required under State bargaining law.
2. No unlawful strike or work stoppages by City employees, as defined in the FMC Section 3-624 or state bargaining laws, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.
3. No lockout of employees shall be instituted by the City during the term of this MOU.

4. **The Association will not condone or support strikes, slowdowns, walkouts, work stoppages, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, refusal to cross picket lines, or other concerted activity that interfere directly or indirectly with City operations.**

## ARTICLE V

### REPRESENTATION AND RESOLUTION OF CONCERNS

#### A. SCOPE OF REPRESENTATION

"Scope of representation" shall be as defined in FMC Section 3-603(w), as the same may be amended from time to time. Said Section presently reads as follows:

"Scope of representation" means all matters relating to employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employee rights, as set forth in Section 3-604, and City rights as set forth in Section 3-605(a), are excluded from the scope of representation."

#### B. REPRESENTATION OF EMPLOYEES

1. A member of the Association whose presence is requested by management to discuss or review an action of the employee has the right to be represented by an Officer, Director, or member of the Association if it appears that the discussion or review may result in a reprimand (oral or written), suspension, demotion, or termination. Should an employee request such representation, no further discussion or review may occur until a representative is present, except that an unreasonable delay shall not result from such a request. The presence of a representative of the employee's own choosing who is not an Officer, Director, or member of the Association shall also satisfy the requirements of this section. An employee shall not represent nor be represented by an individual within the employee's line of supervision.
2. This Section does not apply to the normal ongoing employment relationship or supervisor/subordinate relationship between the City and its employees, when such matters include, but are not limited to, work direction, scheduling, and non-disciplinary counseling, or performance evaluations, except as provided in Article VIII, Section B. **6\*\*\***.
3. The Association agrees to represent employees in this Unit in a manner consistent with the requirements of the Meyers-Milias-Brown Act and applicable state and federal regulations.

#### C. RESOLUTION OF CONCERNS

Concerns regarding the interpretation or application of the provisions of this MOU shall be resolved exclusively as outlined in Administrative Order 2-15, Resolution of Concerns of Management and Confidential Employees. The City recognizes the

right of employees who are members of the Association to be represented by the Association in resolving concerns.

**D. CORRECTIVE ACTIONS**

Employment and separation of employment for employees holding a permanent position in the Unclassified Service, pursuant to FMC Section 3-277 and Fresno City Charter Section 1000, will be consistent with the applicable provisions of the FMC and the Charter. Employees hired by the City on or after December 30, 2013 will not be covered by FMC Section 3-277. Unclassified employees are not covered by Civil Service regulations or procedures unless they also apply specifically to employees holding permanent positions in the Unclassified Service, and are at-will employees who serve at the pleasure of the appointing authority.

## ARTICLE VI

### COMMUNICATIONS

#### A. ASSOCIATION BUSINESS

The City agrees to allow Association Officers, subject to the approval of each employee's supervisor and the needs of the City, reasonable leave for the day-to-day conduct of Association business, including representation of employees as provided in Article V. Attendance at Association conferences, workshops, training, etc., will be charged to the employee's accrued and applicable leave benefits, to be designated by the employee. Approval of such leave will not be unreasonably withheld.

#### B. ASSOCIATION OFFICERS AND DIRECTORS

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

#### C. EXCHANGE OF INFORMATION

##### 1. General

On a timely basis, the City shall provide notification to the Association upon posting amendments to Administrative Orders Manual, new and amended Salary Resolutions, new and amended Position Authorization Resolutions, and job bulletins on the City's website that affect employees in this Unit.

##### 2. Class Specifications

Revisions to specifications for classes contained in this Unit will be provided to the Association for review and comment prior to adoption by the Director of Personnel Services.

##### 3. If new classes are created which the City determines appropriate for inclusion in this Unit, the City shall provide a copy of the specifications to the Association and reasonable notice and opportunity to meet and confer prior to the action to adopt a salary for the classes. If, after a reasonable period of meeting and conferring, agreement cannot be reached, staff, after notifying the Association, will forward their recommendation to the City Council.

4. The Association shall provide the Labor Relations Division with a copy of its By-Laws. Whenever those By-Laws are amended, the Association shall promptly provide an updated copy of the By-Laws to the Labor Relations Division.

## ARTICLE VII

### DUES DEDUCTIONS

#### A. GENERAL

1. The City shall deduct the dues or benefit premiums, or both, following receipt of notice from the Association that authorization has been provided to the Association by members in the Unit. The City shall stop dues deductions or benefit premium deductions, or both, upon receipt of notice from the Association that authorization has been provided to the Association by members in the Unit. Should there be a dispute regarding the deduction of dues, the Association shall provide the City with a copy of the authorization(s) signed by the employee.
2. Dues deductions will be terminated when an employee leaves the bargaining unit.
3. The Association, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with Government Code Section 1157.12, shall indemnify and hold harmless the City of Fresno, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions.

#### B. EXCEPTION TO THE DUES DEDUCTION AUTHORIZATION

The members' 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 unpaid status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member be allowed to deposit with the City the amount which would have been deducted if the member had been in a paid status during the pay period. Whenever the member's salary is not sufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

#### C. DUES DEDUCTION

Dues deduction shall be transmitted at least monthly to an account specified by the City of Fresno Management Employees Association.

## ARTICLE VIII

### COMPENSATION AND BENEFITS

#### A. GENERAL

All economic benefits provided by Council ordinance or formal Council resolution, and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU. **All economic benefit modifications in this MOU shall be effective on the same day as Council ratification, unless explicitly stated otherwise in the MOU.**

#### B. SALARIES AND PENSION

1. Effective **\*\*\* on the same day as Council ratification**, the base rate of pay for all permanent employees in this unit active **\*\*\* on the same day as Council ratification** shall be increased by **\*\*\* three percent (3%)** as reflected in Exhibit I **\*\*\*** attached hereto and incorporated by this reference.
2. **\*\*\* Effective December 29, 2025, if actual Fiscal Year 2025 Sales and Property Tax exceeds Fiscal Year 2025 estimated revenue of \$331.118 million by \$3.463 million or a total of \$334.581 million, the base rate of pay for all employees in this unit shall be increased by an additional one percent (1%), as reflected in Exhibit II, attached hereto and incorporated by reference.**
3. **Effective June 15, 2026, the base rate of pay for all employees in this unit shall be increased by one percent (1%), and shall be reflected on Exhibit III, attached hereto and incorporated by this reference.**
4. **Effective December 28, 2026, if actual Fiscal Year 2026 Sales and Property Tax exceeds Fiscal Year 2026 estimated revenue \$346.335 million by \$1.731 million or a total of \$348.006 million, the base rate of pay for all employees in this unit shall be increased by an additional one-half percent (0.5%), as reflected in Exhibit IV, attached hereto and incorporated by reference.**
5. **Effective December 28, 2026, if actual Fiscal Year 2026 Sales and Property Tax exceeds Fiscal Year 2026 estimated revenue \$346.335 million by \$3.463 million or a total of \$349.798 million, the base rate of pay for all permanent employees in this unit shall be increased by an additional one-half percent (0.5%), as reflected in Exhibit V, attached hereto and incorporated by reference.**
- 6<sup>\*\*\*</sup>. Performance Evaluations and Step Placement

Annual performance evaluations shall be conducted prior to an employee's

anniversary date in the current position by the Department Director or designee, utilizing the City of Fresno Performance Evaluation Form attached hereto as ATTACHMENT 1 and incorporated by this reference.

- a. Movement to higher steps will be determined by the Performance Evaluation as follows:
  - (1) 1 (1.4 or less) overall on the Performance Evaluation Rating – no movement.
  - (2) 2 (between 1.5 and 2.4) overall on the Performance Evaluation Rating – no movement.
  - (3) 3 (between 2.5 and 3.4) overall on the Evaluation Rating – move up to the next higher step; however, if any competency is below a rating of 3, no movement will be provided.
  - (4) 4 (between 3.5 and 4.4) or 5 (4.5 and up) overall on the Performance Evaluation Rating – move up two (2) steps; however, if any competency is below a rating of 3, no movement will be provided.
  - (5) An employee who has been subjected to any formal disciplinary action in the twelve (12) months preceding their annual performance evaluation will not be eligible for any movement to higher steps.
  - (6) No employee shall be moved beyond the top step through this process.
  - (7) An employee must be in compliance with all mandatory trainings to be eligible for any movement to higher steps. These trainings are, including but not limited to: Preventing Workplace Violence; Reasonable Suspicion; ADA for Supervisors: Accommodating the Public; Harassment, Discrimination, and Abusive Conduct Prevention / Culture of Civility: Creating a Harassment-Free Workplace.
- b. Any movement to higher steps, as determined above, will be effective on the employee's anniversary date.
- c. The results of an employee's annual performance evaluation rating are final and are not subject to an appeal process.
- d. The annual performance evaluation will include clear objectives for the next rating period.

- e. Upon promotion into the unit, an employee's salary shall be increased by at least five percent (5%) or it shall be at the bottom of the salary step range, whichever is greater, but not to exceed the top of the salary range.

**7\*\*\*.** The City shall reimburse seventy-five dollars (\$75.00) per month to all Unit employees in deferred compensation who voluntarily participate in the City's deferred compensation plan and make a contribution of at least seventy-five dollars (\$75.00) per month.

**8\*\*\*.** Pension Pick-Up

Employees hired by the City on or after August 1, 2015 shall make an additional contribution equal to 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 who enter Unit 14 on or after August 1, 2015 and were paying an additional one and one half percent (1.5%) of their pensionable compensation immediately prior to entering Unit 14, 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 1.5% contribution in cash. The 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.

**9\*\*\*.** Retirement

- a. For purposes of calculating Compensation Earnable as defined in FMC 3-501 for Unit 14 employees in Step Plan Range classes (identified on Exhibits 1, 2 and 3), Final Compensation shall be determined by FMC 3-501(i)(3).
- b. For purposes of calculating Compensation Earnable as defined in FMC 3-501 for non-DROP active and deferred vested members who vacated a Unit 14 class before January 6, 2020, and thereafter did not return to said class, Compensation Earnable used in the calculation of Final Compensation as defined in FMC 3-501(i)(3) shall be calculated as follows:

Beginning July 1 following the date the member vacates a class, the member's Compensation Earnable at the time of vacating the class shall be indexed with the Consumer Price Index (hereafter "CPI") – United States City Average for Urban Wage Earners and Clerical

Workers -- all items (i.e. general price inflation) and the Employment Cost Index (hereafter "ECI") for Wage Inflation (i.e. across the board pay increases) for State and local government employees, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Determination of the percentage of annual increase or decrease in CPI and ECI shall be made by the Retirement Board on or before April 1 of each year for each of the two immediately preceding calendar years. The percentage by which such indexes for the more recent full calendar year shall have increased or decreased over or below indexes for the full calendar year immediately prior shall be the percentage used to calculate adjustments to Compensation Earnable subject to the following limitations:

The first and last step in a Step Plan Range class shall represent the bottom and top of a range respectively.

Banking shall not be applied nor shall the sum of accumulated CPI and ECI adjustments plus Compensation Earnable exceed the range approved by the City Council each July 1st.

The sole exception to exceeding the range will be individuals who were "Y-Rated at the time of separation." These individuals will be held at their Y-Rated salary until such time as the range of their classification equals or exceeds the individual's Y-Rated salary.

This process will continue each July 1 until the member elects to begin receiving the retirement benefit or to participate in the DROP. This adjusted Compensation Earnable shall be used in the member's final compensation for the calculation of the retirement benefit.

If a member held more than one position during their highest three consecutive years, the Compensation Earnable in each position shall be allocated on a time held, pro-rata basis and the combined adjusted Compensation Earnable, including adjustments due to CPI and ECI shall be used in the member's final compensation for the calculation of the retirement benefit.

## C. PREMIUM PAY

### 1. Certificate/License/Registration Premium Pay –

- a. Premium pay for certificates, licenses, and registration will become effective on the first day of the pay period in which the employee submits the applicable new or renewal license, registration, or certificate to their department or the effective date of the new or renewal license, registration, or certificate, whichever is later. Upon

expiration of the license, registration, or certificate for which an employee is receiving premium pay, premium pay will be discontinued until such time the employee submits their renewal license, registration, or certificate to their department. Premium 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.

- b. If any of the certificates, licenses and/or registrations detailed in the paragraph below are determined by the City to be minimum qualifications in the job classification, premium pay for that particular certificate, license and/or registration shall not be paid. Premium pays listed in the subsections are pensionable under the City of Fresno Retirement System.
  - c. Permanent employees in the class of Building Services Manager, who possess a valid registration as an Architect, Civil Engineer, Electrical Engineer, Structural Engineer, or Traffic Engineer issued by the State of California, shall receive an additional five percent (5%) of their base rate of pay per month.
2. Bilingual Premium Pay Program - The City and the Association jointly encourage employees to use their language skills to provide the highest level of service to the community. The bilingual certification program consists of a City administered examination process whereby employees may apply for bilingual examination and if certified by the examiner, receive bilingual premium pay for interpreting and translating.
- a. The Bilingual certification examinations will be conducted as needed. 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.
  - b. Department Directors, or their designees, shall designate those positions or assignments in which bilingual skill is desired. Applications for a bilingual examination must be signed by the Department Director or designee.
- Bilingual examination results are not appealable or grievable.
- c. Bilingual certification examinations are conducted for languages as specified in the Salary Resolution.
  - d. Employees who have passed the bilingual examination and who are receiving bilingual premium pay may not refuse to translate while on the job.

- e. Employees who are bilingual but who have chosen to not receive bilingual premium pay shall not be required to translate on the job except in an emergency.
- f. The bilingual premium pay rate will be one hundred dollars (\$100) per month regardless of how many languages for which an employee is certified.

#### D. PROFESSIONAL ENGINEER LICENSE RENEWAL REIMBURSEMENT

Employees in classes and assignments designated by their department director, which require the possession and continued maintenance of a Professional Engineer (PE) license may request reimbursement of the actual cost of PE license renewal fees up to one hundred eighty dollars (\$180) every two (2) years. Employees requesting reimbursement for PE license renewal fees must complete a Form 57 - Travel and Expense Reimbursement form provided by the Finance Department, obtain signature of their Department Director or designee, and attach proof of costs incurred by the employee for such renewal fees within ten (10) calendar days after incurring the cost.

#### E. LIFE INSURANCE AND DISABILITY COVERAGE

- 1. The City shall provide Life Insurance and Long Term Disability Insurance for members of this Unit in the amounts and formulas currently provided.
- 2. Leave Integration with State Disability Insurance (Including Paid Family Leave) ("SDI/PFL")

Employees eligible for SDI/PFL benefits under Section 2601, et seq. of California Unemployment Insurance Code receive benefits pursuant to California Unemployment Insurance Code Section 2655.

Newly hired employees eligible for the SDI/PFL benefit, and employees transitioning from a bargaining unit with SDI/PFL participation, are eligible to integrate their leave balances under this Section. Integrating leave balances is defined as using the SDI/PFL benefit combined with an appropriate number of hours per work week of the employee's available leave balances added together to provide regular, bi-weekly income.

Before leave integration will occur, an employee must file a claim as required under SDI/PFL and make a timely election to integrate leave with SDI/PFL benefits which shall be no more than 100 percent of the employee's normal bi-weekly gross wages (excluding overtime pay) immediately prior to the start of the disability period.

A timely election to integrate leave shall be notification to the City as soon as practical, but no later than fourteen (14) calendar days after the SDI/PFL claim date. Notification shall be provided by completing an Integration

Agreement Form provided by the City indicating whether or not the employee desires to integrate leave with the claim. Extensions beyond fourteen (14) calendar days may be given due to exigent good cause circumstances on a case-by-case basis by the Director of Personnel Services or their designee.

Employees who elect to integrate as described above must provide Payroll with a copy of the Employment Development Department's (EDD) Notice of Computation within fourteen (14) calendar days of the issue date of the Notice, and are required to authorize EDD to share benefit computations with the City on their initial claim forms. Extensions beyond fourteen (14) calendar days due to exigent good cause circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis.

Leave integration will not be allowed or provided for any period before the City receives the signed Integration Agreement Form and the Notice of Computation, including retroactive integration, unless exigent good cause circumstances apply (i.e., integration will occur only on a prospective basis after the City's receipt of the required leave integration paperwork unless exigent good cause circumstances apply).

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

Integration will end, whichever comes first in time, upon: (1) notification from the employee that SDI/PFL benefits have terminated, (2) the employee exhausting all leave balances and/or donated time resulting in leave without pay (**LWOP**) status, (3) the employee's return to work, or (4) the employee's separation from City employment.

**Should such leave or donation balances be exhausted, the employee will enter a LWOP status which may affect medical and other benefits. Such LWOP status will be subject to approval by the Department Director and City Manager's Office.**

3. Leave Integration with the City's Long Term Disability Plan

Employees eligible for the City's Long Term Disability Plan may elect to integrate leave time with those Plan benefits by signing an integration agreement as soon as practical, but no later than fourteen (14) calendar days after the Long Term Disability claim date. Notification shall be provided by completing an Integration Agreement Form provided by the City. Extensions beyond fourteen (14) calendar days may be given due to exigent good cause circumstances on a case-by-case basis by the Director of Personnel Services or their designee.

Employees who elect to integrate as described above must provide Payroll with a copy of the City's Long Term Disability Plan's Notice of Award within fourteen (14) calendar days of the issue date of the Notice. Extension beyond fourteen (14) calendar days due to exigent good cause circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis.

Integration will end, whichever comes first in time, upon: (1) notification from the employee that Plan benefits have terminated, (2) the employee exhausting all leave balances and/or donated time resulting in leave without pay status, (3) the employee's return to work, or (4) the employee's separation from City employment.

**Should such leave or donation balances be exhausted, the employee will enter a LWOP status which may affect medical and other benefits. Such LWOP status will be subject to approval by the Department Director and City Manager's Office.**

#### F. FRESNO CITY EMPLOYEES HEALTH AND WELFARE

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the sole authority to determine the benefits that will be provided during the term of this MOU. The sole responsibility of the City under this clause is to provide a set percentage of the total premium for such benefits to be contributed to the Trust on behalf of the employees represented by the Association. The City contribution of the total premium shall be seventy percent (70%) and the employee share of the total premium shall be thirty percent (30%) Employees may elect to contribute the employee share through payroll deductions to make up the difference between the total premium and the City contribution to receive the maximum benefit coverage provided under the Trust, or elect not to contribute the employee share and accept a reduced coverage option.

Should any other represented bargaining unit in the City receive a greater contribution towards health benefits from the City, either through negotiation of a successor MOU, extension of the period of an MOU, or imposition of terms, resulting in a contribution by the City which is a percentage of the health premium as opposed to a flat contribution rate, the City and the Association will meet and confer with the goal of providing an equivalent benefit.

#### G. LEAVES

##### 1. Attendance Policy

Effective July 1, 2006, the FMC, City Administrative Orders, City policies, procedures, rules and regulations concerning Sick Leave usage and administration shall apply.

##### 2. Annual Leave

a. Annual Leave Accrual - Employees in this Unit do not accrue Vacation Leave and Sick Leave as provided in the FMC and instead accrue Annual Leave as detailed below.

(1) Less than Ten Years – For employees who have been continuously employed by the City for less than ten (10) years the Annual Leave accrual rate will be 15.5 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the Annual Leave accrual rate to the same level for employees represented by the Association.

(2) More than Ten Years – For employees who have been continuously employed by the City for ten (10) years or more the Annual Leave accrual rate will be 18.83 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the Annual Leave accrual rate to the same level for employees represented by the Association.

(3) Annual Leave Accumulation Limit – Employees may accumulate unused Annual Leave not to exceed eight hundred forty (840) hours.

Employees who have reached their Annual Leave accumulation limit will have all hours exceeding the limit placed in a Special HRA bank to be credited to an HRA account for eligible employees upon retirement, until their Annual Leave accumulation falls below the eight hundred forty (840) hour limit, at which point they will resume accumulating Annual Leave. Hours in the Special HRA bank may not be used as leave time and cannot be cashed out. There will be no cash out or transfer of hours in the Special HRA bank for employees who are not eligible to participate in the HRA upon retirement.

Any employee with more than six hundred eighty (680) hours of Annual Leave as of December 30, 2013 had all hours above six hundred eighty (680) placed in a special Annual Leave bank which may be used for the same purpose as Annual Leave and shall be cashed out upon leaving City employment in accordance with subsection (6) below.

(4) Use of Annual Leave - Annual leave requests will be

administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.

- (5) Annual Leave Cash Out - Employees will be permitted to cash out up to forty-eight (48) hours or ten percent (10%) of their Annual Leave balance, **whichever is greater**, each fiscal year. During the term of this MOU, employees can only cash out Annual Leave before April 1<sup>st</sup> of each fiscal year. No cash out can be done between April 1<sup>st</sup> and the pay period in which the last paycheck is paid in the fiscal year.
- (6) Unused Annual Leave Pay Out - Upon separation from City service, an employee will be compensated for all unused Annual Leave balances at their applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes. The FMC was modified to include a definition of annual leave, and exclude accrued annual leave pay outs from pensionable compensation under the City of Fresno Employees Retirement System.
- (7) Transfer - An employee transferring to a position represented by a different bargaining group, which is not covered by Annual Leave, may either cash out their unused Annual Leave balance at the base rate of pay of the former class, or have the unused Annual Leave balance converted to a Vacation Leave balance of hours. The conversion is obtained by multiplying unused Annual Leave hours by the base rate of pay of the former class (convert to an hourly figure), dividing the product by the base rate of pay of the new class (convert to an hourly figure), and placing the resulting balance for leave usage as requested and designated by the employee. (Conversion example: 100 [unused Annual Leave hours] x \$15.00 [CFMEA class monthly base rate converted to hourly] = \$1,500.00 [product] ÷ \$20.00 [non-CFMEA class monthly base rate converted to hourly] = 75 [converted hours to be placed in a Vacation Leave balance account].) Upon separation from City service, the employee who transferred to a position outside of Unit 14 will be compensated for all unused Annual Leave hours at the base rate of pay for the class held by the employee at the time of separation. Compensation received under this provision will not be considered pensionable for retirement purposes.

**b. Protected Sick Leave**

Each fiscal year, employees will be allowed to use for themselves

and family members up to half of their yearly Annual Leave accrual for Protected Sick Leave for the purposes identified in California Labor Code Section 233. The employee, at their sole discretion, must determine whether to designate Leave used as Protected Sick Leave under California Labor Code 233. Employees shall note this designation when reporting the absence.

c. Sick Leave Balances Unused - Effective July 1, 2000 all employees occupying classes in this Unit who are employed in permanent positions at fixed monthly or yearly salaries, had their unused Sick Leave balances frozen.

(1) Use of Frozen Sick Leave – Frozen Sick Leave balances may be used in accordance with FMC 3-107, or for those purposes defined in California Labor Code Section 233 up to the statutory amount for the fiscal year in which it was accrued unless the statutory amount has been satisfied by use of other leaves for the fiscal year.

(2) Unused Frozen Sick Leave - At service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, unused Frozen Sick Leave may be credited to a Health Reimbursement Arrangement for the retiree pursuant to the provisions set forth in Section H., below.

(3) Employees who terminate City employment and return within one (1) year of such termination will be entitled to reinstatement of their Frozen Sick Leave balances up to a total of forty-eight (48) hours.

### 3. Supplemental Sick Leave

Employees shall be credited with forty (40) hours of Supplemental Sick Leave each fiscal year thereafter during the term of this MOU with an accrual limit of eighty (80) hours. Employees who have earned eighty (80) hours or more prior to July 1, 2015 shall retain those hours but shall not accrue any additional time. Upon their employment with the City, new employees appointed to permanent positions in this Unit shall be credited with a pro-rated number of hours for each full calendar month remaining on such appointment in the fiscal year. Employees may utilize the Supplemental Sick Leave as follows:

- a. Once Frozen Sick Leave and Annual Leave have been exhausted;
- b. Placed in a Health Reimbursement Arrangement in accordance with Article VIII, Section H;

- c. To be cashed out at separation from the City if not eligible for participation in the Health Reimbursement Arrangement;
- d. May be used in the performance of community activities during the course of the employee's normal work day, with approval of the Department Director or designee; or
- e. During the first and second year of employment, where an employee is accruing Supplemental Sick Leave, up to one-half of the total hours accrued during the fiscal year may be used in accordance with California Labor Code 233.

4. Holiday Leave

- 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 Holiday Leave balance on July 1 and on January 1 of each year).
  - Any day or part of a day declared by the Council, by Ordinance or Resolution, to be a holiday.

If January 1, July 4, November 11, or December 25 falls on a Sunday, then the following Monday will be observed as the holiday in lieu of Sunday for employees who are not regularly scheduled to work on a Sunday. For employees who are regularly scheduled to work on a Sunday, the holiday shall be observed on Sunday. Employees will be required to work their regular schedule on a holiday unless they have an approved leave of absence.

- b. Any employee in Unit 14 who is exempt from the payment of overtime and who is otherwise eligible to receive such accumulation, who is required to work a regularly scheduled shift on a holiday, shall have the number of hours worked up to eight (8) hours added to their Holiday Leave bank on the first day of the pay period following the date of such work.

- c. When a holiday falls on a Saturday, or on an employee's regularly scheduled day off, an employee shall be credited with eight (8) hours of holiday leave on the first day of the following month.
- d. Employees working a 4/10 or 9/80 who are off on a holiday which falls on a regularly scheduled workday shall receive eight (8) hours of base pay for the holiday and are not required to use additional leave hours to provide for a full nine (9) or ten (10) hour day.
- e. Employees may request payment and be compensated for up to forty-eight (48) hours or ten percent (10%) of their Holiday Leave balance, **whichever is greater**, each fiscal year. Employees can only cash out Holiday Leave before April 1<sup>st</sup> of each fiscal year. No cash out can be done between April 1<sup>st</sup> and the pay period in which the last paycheck is paid in the fiscal year.
- f. At separation from City service for retirement purposes, accumulated Holiday Leave shall either be cashed out at the employee's option, or credited to a Health Reimbursement Arrangement (HRA) account for the employee at one hundred percent (100%) of the employee's then current hourly base rate of pay if eligible for service retirement in accordance with HRA Plan Document.
- g. At separation, accumulated Holiday Leave shall be cashed out at the employee's then current hourly base rate of pay if not eligible for participation in the HRA.
- h. **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.**

5. Management Leave

Exempt employees shall receive sixty (60) hours of Management leave each fiscal year, and may request payment and be compensated for up to forty-eight (48) hours of their Management leave balance during the fiscal year in which it is credited. Upon employment by the City, new employees appointed to exempt positions shall be credited with five (5) hours of Management leave for each full calendar month remaining in the fiscal year. Management leave not taken or compensated during the fiscal year in which it is credited shall not be added to the leave credited in the next fiscal year, nor carried over. Exempt employees shall be compensated for any

Management leave balance, not to exceed sixty (60) hours, upon termination from City service.

6. Management Time Off

City employees who are designated as exempt from overtime under the provisions of the Fair Labor Standards Act and who receive Management leave pursuant to paragraph 5., above, may be granted Management Time Off if their supervisor or designee determines that service delivery and performance of job functions will not be impaired due to the employee's absence. Such time off shall not be calculated on an hour-for-hour basis in relation to total hours worked. Management Time Off shall not be deducted from any other existing leave banks.

Management Time Off must be scheduled in advance when possible, approved as Management Time Off by the employee's supervisor or designee and generally taken in increments of less than one (1) day.

Only Department Directors, Assistant Directors or Division Managers may approve Management Time Off for a full day's absence.

H. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

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

At separation from permanent employment with the City of Fresno by service retirement or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have used eighty (80) hours or less of leave used for sick time (excluding only hours used for protected leave such as family and medical leave, workers' compensation leave, and/or bereavement leave) in the 24 months preceding their date of retirement, will be credited with an account for the employee under the HRA to be used to pay premiums for medical insurance (including COBRA premiums) and qualified medical expenses pursuant to the City of Fresno Retiree HRA Plan Document. In addition, at the employee's option, any amount of accumulated Holiday Leave may be credited to an account for the employee under the HRA. The "value" of the account shall be determined as follows:

- The number of accumulated Supplemental Sick Leave hours at the time of retirement multiplied by the employee's then current hourly base rate of pay.
- The number of accumulated Special HRA bank hours at the time of retirement multiplied by the employee's then current hourly base rate of pay.

- The number of accumulated Frozen Sick Leave hours in excess of 240 hours at the time of retirement multiplied by 80% of the employee's then current 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 retirement, the remaining accumulated Holiday Leave shall be credited into an HRA account for the employee at one hundred percent (100%) of the employee's then current hourly base rate of pay.
- The hourly base rate of pay shall be the equivalent of the monthly salary for an employee as reflected in Salary Resolution multiplied by twelve (12) months then divided by 2,080 hours.

At the employer's option, 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 Supplemental Sick Leave or Frozen Sick Leave at retirement.

## I. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, the percentage of wages or salary and benefits received by an employee holding a permanent position in this Unit who suffers an injury or illness in the course and scope of City employment shall be the percentage and benefits established by the State of California workers' compensation laws set forth in the California Labor Code.
  - a. Compensation for an accepted claim of a work related injury or illness shall begin following the first three (3) days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of the work related injury or illness only if:
    - (1) the employee is hospitalized as an inpatient on the first day for at least twenty-four (24) hours; or

- (2) the employee is absent fourteen (14) calendar days, or more.
2. Employees on “temporary light duty” as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of temporary light duty.
3. At the employee's option, in the event of a work related injury/illness pay from the City is not provided during the first three (3) days of absence due to the work related injury or illness. The employee may take frozen sick leave, annual leave, holiday or administrative leave for that period.
4. If the employee opts to use frozen sick leave, annual leave, holiday, or administrative leave for the first three (3) days and it is later determined that work related injury/illness pay under paragraph 1.a. above, beginning on the first day of a work related injury or illness is appropriate, the leave time shall be restored to the employee and the employee’s pay or leave balance will be adjusted accordingly. If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefore.
5. If an employee is placed on frozen sick leave, annual leave, holiday, or administrative leave pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, frozen sick leave, annual leave, holiday, or administrative leave shall be restored and the employee placed on work related injury/illness leave as provided herein.
6. Retirement benefits shall not be reduced as a result of the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with applicable FMC Retirement Code sections.

J. COURT TIME

Notwithstanding the provisions of FMC Section 3-109, an employee in this Unit who receives a notice or subpoena requiring a court appearance during a pre-approved leave of absence using Annual Leave, Holiday Leave or Management Leave, and appears at such court hearing and/or trial, shall be credited with Annual Leave, Holiday Leave or Management Leave equivalent to the actual number of hours spent in court on such day(s).

K. WORK SCHEDULES

The City and employees of the Association may mutually agree to alternative work schedules for individual employees, including, but not limited to 9/80's. Both the City and the employee retain the right to withdraw the mutual agreement and return to the regular schedule established by the employee's division.

## L. USE OF PERSONAL VEHICLES

Employees may be required, at the discretion of the City, to use their personal vehicles for City business. Employees required to use their personal vehicles on City business, other than traveling to and from work, shall be reimbursed in accordance with Administrative Order 2-2, Transportation Allowance and Mileage Reimbursement Policy. Employees may be required, at the discretion of the City, to take a City vehicle home to facilitate efficient response to after-hours emergencies or City business, pursuant to Administrative Order 8-8, City-Owned/Leased Vehicles/Acquisition, Assignment and Usage Policy.

## M. BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

Permanent Part-Time employees appointed to classes in this Unit shall accumulate benefits during their employment with the City of Fresno as follows:

1. Health and Welfare benefits shall be provided as outlined in Section E of this Article.
2. Permanent Part-Time employees shall be provided with Social Security benefits and shall not be members of the Fresno City Employees' Retirement System. Permanent Part-Time employees who participated in the plan as a permanent full-time employee and whose contributions remain on deposit with the Fresno City Employees' Retirement System remain members of the Fresno City Employees' Retirement System.
3. Leave – Permanent Part-Time employees shall be granted leave under the same terms and conditions as full-time employees except that such leave shall be at a rate proportionate to a permanent full-time employee occupying the same class, according to the number of hours scheduled to work.

## N. VOLUNTARY LEAVE TIME (VLT) PROGRAM

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

1. **Participation in this program is not available in work units which rely extensively on the use of wages/contract employees to meet ongoing**

operational requirements, as opposed to special or short-term projects.

2. Participation in the program is voluntary on the part of the employee and must be approved by the appointing authority.
3. The employee must complete and submit a Voluntary Leave Time Request Form to participate in the program. The form must be submitted to and approved by the appointing authority. This request must specify the amount of time off and whether the time will be taken as a block or blocks of time, or intermittently.
4. The appointing authority, after reviewing the proposed leave/work schedule, may either approve, disapprove, or decrease the number of hours proposed to be taken off depending upon the operating needs of the department. If an appointing authority reduces the number of hours proposed to be taken off, the employee may withdraw the request to participate in the program. The department cannot fill behind an employee working a reduced work week with overtime, temporary help, acting pay (Municipal Code Section 3-260), or contract extra help.
5. Voluntary Leave Time cannot exceed ninety-six (96) hours in a fiscal year except as noted below in Section 12.
6. Credits toward Health and Welfare and retirement and leave accruals to which the employee is entitled, shall continue as though the employee was not on the voluntary leave time program. The employee will contribute to the Retirement System as if the employee were working full-time.
7. This Voluntary Leave Time program shall:
  - a. Be available to employees who are otherwise available for the normal performance of their duties;
  - b. Be available only to employees who have been employed by the City for twelve (12) consecutive months and who are either in permanent positions with permanent status or are in established unclassified positions, except as noted in Section 2 above or when waived in accordance with Section 12 below;
  - c. Apply toward time in service for step advancement and toward seniority for purposes of layoff;
  - d. Be granted without requiring an employee to first use accumulated vacation, compensatory-time-off, or other paid leave time;

- e. **Not be available to an employee who is otherwise on a leave without pay status;**
  - f. **Not be available to an employee who is on paid leave which is being exhausted prior to commencing other leave without pay;**
  - g. **Be taken on a scheduled basis that is mutually agreed upon by the appointing authority and the employee; and,**
  - h. **Not be available to any employee who is being counseled or disciplined under the FMC, City administrative orders, and/or City policies, procedures, rules and regulations.**
8. **This program shall not result in overtime. However, an employee participating in this program, who is otherwise eligible for overtime, shall have overtime calculated on the basis of the MOU for the employee's unit.**
9. **At the end of each fiscal year, the department and the City Manager's Office will review the impact that the Voluntary Leave Time program has had on department operations and the City's financial situation. The City, in its sole discretion, can discontinue the VLT program at any time, because of operating needs, or because the program no longer is beneficial to the City's financial situation.**
10. **Withdrawal from the program or a change in the number of hours requested shall only be granted if Payroll has not yet processed the request, the appointing authority has decreased the number of hours requested, the employee goes out on an extended medical leave of absence during the same fiscal year that the time off request was granted under this provision, or the appointing authority determines that increased workload will not allow the employee to take time off. If the employee withdraws from the program after the beginning of the fiscal year and before completion of the 26 pay periods, appropriate adjustments will be made to the employee's pay. If such adjustments require that an FLSA non-exempt employee reimburse the City, agreement must be reached on a repayment schedule. If an employee does not withdraw from the program in accordance with these terms and agreed upon time is not taken, the time is forfeited, and no reimbursement will be made. If the City imposes an involuntary furlough, employees may have approved VLT applied toward the involuntary furlough.**
11. **This program is not equivalent to job sharing or to PI or PPT positions.**

12. At the discretion of the City Manager, in response to fiscal needs, the VLT maximum hours can be increased and may be extended to employees otherwise excluded in Section 7.b. above.

**This program will only be in effect for the term of the MOU, unless otherwise extended at the sole discretion of the City.**

## ARTICLE IX

### HEADINGS, SAVING CLAUSE, AND FULL UNDERSTANDING

#### A. HEADINGS

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

#### B. SAVING CLAUSE

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

#### C. FULL UNDERSTANDING

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

## ARTICLE X

### TERM

The provisions of this MOU shall be in full force and effect from \*\*\* **June 16, 2025** to \*\*\* **June 13, 2027**, subject to the sections (A., B., and C.) below. **All economic benefit modifications in this MOU shall be effective on the same day as Council ratification, unless explicitly stated otherwise in the MOU.**

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval, 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 13, 2027**.
- B. During the term of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, the party requesting any change shall request in writing to meet and confer on the item(s), which item(s) shall be specified in writing.
- C. During the term of this MOU, either party may refuse any request by the other to meet and confer without explanation if the item is directly considered and specifically addressed herein, or if the specific item was included in a written proposal from the party making the request during the meet and confer process which led to this MOU. No unilateral action on any such refusable proposal may be taken by the requesting party after such a refusal by the other.

It is further agreed, however, that this section shall not prohibit the City from requesting to meet and confer on changes to federal, state, City statutes, regulations or case law, and City administrative policies referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

[§ deleted]

- D\*\*\*. 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 5th day of August 2025.

FOR THE CITY OF FRESNO MANAGEMENT  
EMPLOYEES ASSOCIATION:

FOR THE CITY OF FRESNO:

*Signature on File*

*Signature on File*

\_\_\_\_\_  
KIM GILLINGHAM  
Chief Negotiator, Labor Representative

\_\_\_\_\_  
SUMEET MALHI  
Chief Negotiator, Director of Personnel  
Services

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

*Signature on File*

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

**EXHIBIT I**  
**SALARIES EFFECTIVE JULY 28, 2025**

CLASS TITLE	JOB CODE	A	B	C	D	E	F	G	H	I
ADA Coordinator	150231	7561	7750	7944	8141	8343	8554	8768	8986	9211
Administrative Manager	220025	9964	10212	10468	10729	10997	11272	11553	11843	12140
Airports Marketing & Public Relations Coordinator	310150	7561	7750	7944	8141	8343	8554	8768	8986	9211
Airports Operations Manager	310020	9059	9286	9519	9756	10001	10249	10504	10767	11036
Airports Planning Manager	310019	9964	10212	10468	10729	10997	11272	11553	11843	12140
Airports Properties Manager	310021	9059	9286	9519	9756	10001	10249	10504	10767	11036
Airports Safety Management Systems Manager	310161	9059	9286	9519	9756	10001	10249	10504	10767	11036
Animal Behaviorist	560041	7561	7750	7944	8141	8343	8554	8768	8986	9211
Assistant City Clerk	115030	9059	9286	9519	9756	10001	10249	10504	10767	11036
Building Services Manager	230031	13334	13668	14008	14358	14718	15086	15463	15849	16246
Business Manager	150019	9059	9286	9519	9756	10001	10249	10504	10767	11036
Clinic Manager	560061	7561	7750	7944	8141	8343	8554	8768	8986	9211
Communications Manager	125060	9964	10212	10468	10729	10997	11272	11553	11843	12140
Construction Manager	210096	9059	9286	9519	9756	10001	10249	10504	10767	11036
Crime Scene Investigation Bureau Manager	410015	9059	9286	9519	9756	10001	10249	10504	10767	11036
Cybersecurity Manager	125092	9964	10212	10468	10729	10997	11272	11553	11843	12140
Deputy City Engineer	210081	11815	12111	12415	12725	13044	13369	13704	14045	14397
Division Manager	150024	9059	9286	9519	9756	10001	10249	10504	10767	11036

Economic Development Analyst	150095	7561	7750	7944	8141	8343	8554	8768	8986	9211
Emergency Services Dispatch Manager	410005	9059	9286	9519	9756	10001	10249	10504	10767	11036
Facilities Manager	810040	9059	9286	9519	9756	10001	10249	10504	10767	11036
Fleet Manager	720032	9059	9286	9519	9756	10001	10249	10504	10767	11036
Graffiti Abatement Manager	720040	9059	9286	9519	9756	10001	10249	10504	10767	11036
Housing & Neighborhood Revitalization Manager	230065	9964	10212	10468	10729	10997	11272	11553	11843	12140
Information Services Manager	125055	9964	10212	10468	10729	10997	11272	11553	11843	12140
Law Office Manager	115020	9059	9286	9519	9756	10001	10249	10504	10767	11036
Licensed Engineer Manager	210094	13201	13531	13868	14216	14571	14935	15308	15692	16084
PARCS Operations Manager	520025	9059	9286	9519	9756	10001	10249	10504	10767	11036
Parks Manager	510035	9059	9286	9519	9756	10001	10249	10504	10767	11036
Personnel Manager	150026	9059	9286	9519	9756	10001	10249	10504	10767	11036
Planning Manager	220010	9964	10212	10468	10729	10997	11272	11553	11843	12140
Program Manager	510040	7561	7750	7944	8141	8343	8554	8768	8986	9211
Projects Administrator	150063	9964	10212	10468	10729	10997	11272	11553	11843	12140
Public Works/Public Utilities Manager	210095	9964	10212	10468	10729	10997	11272	11553	11843	12140
Purchasing Manager	140005	9059	9286	9519	9756	10001	10249	10504	10767	11036
Records Manager	115046	9059	9286	9519	9756	10001	10249	10504	10767	11036
Retirement Accounting Manager	135044	10212	10468	10729	10997	11272	11553	11843	12140	12443
Revenue Manager	135026	9059	9286	9519	9756	10001	10249	10504	10767	11036

Right of Way Agent Manager	210122	9832	10078	10330	10589	10854	11126	11405	11690	11982
Senior Management Analyst	150023	7561	7750	7944	8141	8343	8554	8768	8986	9211
Solid Waste Manager	640040	9059	9286	9519	9756	10001	10249	10504	10767	11036
Training Officer	150046	7561	7750	7944	8141	8343	8554	8768	8986	9211
Transit Operations Manager	320055	9059	9286	9519	9756	10001	10249	10504	10767	11036
Trolley Manager	720061	8305	8513	8727	8945	9170	9399	9635	9876	10123
Wastewater Manager	620095	9059	9286	9519	9756	10001	10249	10504	10767	11036
Water Manager	610075	9059	9286	9519	9756	10001	10249	10504	10767	11036
Water/Wastewater Manager-Certified	620096	10417	10675	10943	11216	11497	11785	12078	12381	12690

EXHIBIT II

SALARIES EFFECTIVE DECEMBER 29, 2025 (IF MET FY26 1% CONTINGENCY)

CLASS TITLE	JOB CODE	A	B	C	D	E	F	G	H	I
ADA Coordinator	150231	7637	7828	8024	8223	8427	8640	8856	9076	9304
Administrative Manager	220025	10064	10315	10573	10837	11107	11385	11669	11962	12262
Airports Marketing & Public Relations Coordinator	310150	7637	7828	8024	8223	8427	8640	8856	9076	9304
Airports Operations Manager	310020	9150	9379	9615	9854	10102	10352	10610	10875	11147
Airports Planning Manager	310019	10064	10315	10573	10837	11107	11385	11669	11962	12262
Airports Properties Manager	310021	9150	9379	9615	9854	10102	10352	10610	10875	11147
Airports Safety Management Systems Manager	310161	9150	9379	9615	9854	10102	10352	10610	10875	11147
Animal Behaviorist	560041	7637	7828	8024	8223	8427	8640	8856	9076	9304
Assistant City Clerk	115030	9150	9379	9615	9854	10102	10352	10610	10875	11147
Building Services Manager	230031	13468	13805	14149	14502	14866	15237	15618	16008	16409
Business Manager	150019	9150	9379	9615	9854	10102	10352	10610	10875	11147
Clinic Manager	560061	7637	7828	8024	8223	8427	8640	8856	9076	9304
Communications Manager	125060	10064	10315	10573	10837	11107	11385	11669	11962	12262
Construction Manager	210096	9150	9379	9615	9854	10102	10352	10610	10875	11147
Crime Scene Investigation Bureau Manager	410015	9150	9379	9615	9854	10102	10352	10610	10875	11147
Cybersecurity Manager	125092	10064	10315	10573	10837	11107	11385	11669	11962	12262
Deputy City Engineer	210081	11934	12233	12540	12853	13175	13503	13842	14186	14541
Division Manager	150024	9150	9379	9615	9854	10102	10352	10610	10875	11147
Economic	150095	7637	7828	8024	8223	8427	8640	8856	9076	9304

Development Analyst										
Emergency Services Dispatch Manager	410005	9150	9379	9615	9854	10102	10352	10610	10875	11147
Facilities Manager	810040	9150	9379	9615	9854	10102	10352	10610	10875	11147
Fleet Manager	720032	9150	9379	9615	9854	10102	10352	10610	10875	11147
Graffiti Abatement Manager	720040	9150	9379	9615	9854	10102	10352	10610	10875	11147
Housing & Neighborhood Revitalization Manager	230065	10064	10315	10573	10837	11107	11385	11669	11962	12262
Information Services Manager	125055	10064	10315	10573	10837	11107	11385	11669	11962	12262
Law Office Manager	115020	9150	9379	9615	9854	10102	10352	10610	10875	11147
Licensed Engineer Manager	210094	13334	13667	14007	14359	14717	15085	15462	15849	16245
PARCS Operations Manager	520025	9150	9379	9615	9854	10102	10352	10610	10875	11147
Parks Manager	510035	9150	9379	9615	9854	10102	10352	10610	10875	11147
Personnel Manager	150026	9150	9379	9615	9854	10102	10352	10610	10875	11147
Planning Manager	220010	10064	10315	10573	10837	11107	11385	11669	11962	12262
Program Manager	510040	7637	7828	8024	8223	8427	8640	8856	9076	9304
Projects Administrator	150063	10064	10315	10573	10837	11107	11385	11669	11962	12262
Public Works/Public Utilities Manager	210095	10064	10315	10573	10837	11107	11385	11669	11962	12262
Purchasing Manager	140005	9150	9379	9615	9854	10102	10352	10610	10875	11147
Records Manager	115046	9150	9379	9615	9854	10102	10352	10610	10875	11147
Retirement Accounting Manager	135044	10315	10573	10837	11107	11385	11669	11962	12262	12568
Revenue Manager	135026	9150	9379	9615	9854	10102	10352	10610	10875	11147
Right of Way	210122	9931	10179	10434	10695	10963	11238	11520	11807	12102

Agent Manager										
Senior Management Analyst	150023	7637	7828	8024	8223	8427	8640	8856	9076	9304
Solid Waste Manager	640040	9150	9379	9615	9854	10102	10352	10610	10875	11147
Training Officer	150046	7637	7828	8024	8223	8427	8640	8856	9076	9304
Transit Operations Manager	320055	9150	9379	9615	9854	10102	10352	10610	10875	11147
Trolley Manager	720061	8389	8599	8815	9035	9262	9493	9732	9975	10225
Wastewater Manager	620095	9150	9379	9615	9854	10102	10352	10610	10875	11147
Water Manager	610075	9150	9379	9615	9854	10102	10352	10610	10875	11147
Water/Wastewater Manager-Certified	620096	10522	10782	11053	11329	11612	11903	12199	12505	12817

**EXHIBIT III**

**SALARIES EFFECTIVE JUNE 15, 2026 (IF MET FY26 1% CONTINGENCY)**

CLASS TITLE	JOB CODE	A	B	C	D	E	F	G	H	I
ADA Coordinator	150231	7714	7907	8105	8306	8512	8727	8945	9167	9398
Administrative Manager	220025	10165	10419	10679	10946	11219	11499	11786	12082	12385
Airports Marketing & Public Relations Coordinator	310150	7714	7907	8105	8306	8512	8727	8945	9167	9398
Airports Operations Manager	310020	9242	9473	9712	9953	10204	10456	10717	10984	11259
Airports Planning Manager	310019	10165	10419	10679	10946	11219	11499	11786	12082	12385
Airports Properties Manager	310021	9242	9473	9712	9953	10204	10456	10717	10984	11259
Airports Safety Management Systems Manager	310161	9242	9473	9712	9953	10204	10456	10717	10984	11259
Animal Behaviorist	560041	7714	7907	8105	8306	8512	8727	8945	9167	9398
Assistant City Clerk	115030	9242	9473	9712	9953	10204	10456	10717	10984	11259
Building Services Manager	230031	13603	13944	14291	14648	15015	15390	15775	16169	16574
Business Manager	150019	9242	9473	9712	9953	10204	10456	10717	10984	11259
Clinic Manager	560061	7714	7907	8105	8306	8512	8727	8945	9167	9398
Communications Manager	125060	10165	10419	10679	10946	11219	11499	11786	12082	12385
Construction Manager	210096	9242	9473	9712	9953	10204	10456	10717	10984	11259
Crime Scene Investigation Bureau Manager	410015	9242	9473	9712	9953	10204	10456	10717	10984	11259
Cybersecurity Manager	125092	10165	10419	10679	10946	11219	11499	11786	12082	12385
Deputy City Engineer	210081	12054	12356	12666	12982	13307	13639	13981	14328	14687
Division Manager	150024	9242	9473	9712	9953	10204	10456	10717	10984	11259
Economic	150095	7714	7907	8105	8306	8512	8727	8945	9167	9398

Development Analyst										
Emergency Services Dispatch Manager	410005	9242	9473	9712	9953	10204	10456	10717	10984	11259
Facilities Manager	810040	9242	9473	9712	9953	10204	10456	10717	10984	11259
Fleet Manager	720032	9242	9473	9712	9953	10204	10456	10717	10984	11259
Graffiti Abatement Manager	720040	9242	9473	9712	9953	10204	10456	10717	10984	11259
Housing & Neighborhood Revitalization Manager	230065	10165	10419	10679	10946	11219	11499	11786	12082	12385
Information Services Manager	125055	10165	10419	10679	10946	11219	11499	11786	12082	12385
Law Office Manager	115020	9242	9473	9712	9953	10204	10456	10717	10984	11259
Licensed Engineer Manager	210094	13468	13804	14148	14503	14865	15236	15617	16008	16408
PARCS Operations Manager	520025	9242	9473	9712	9953	10204	10456	10717	10984	11259
Parks Manager	510035	9242	9473	9712	9953	10204	10456	10717	10984	11259
Personnel Manager	150026	9242	9473	9712	9953	10204	10456	10717	10984	11259
Planning Manager	220010	10165	10419	10679	10946	11219	11499	11786	12082	12385
Program Manager	510040	7714	7907	8105	8306	8512	8727	8945	9167	9398
Projects Administrator	150063	10165	10419	10679	10946	11219	11499	11786	12082	12385
Public Works/Public Utilities Manager	210095	10165	10419	10679	10946	11219	11499	11786	12082	12385
Purchasing Manager	140005	9242	9473	9712	9953	10204	10456	10717	10984	11259
Records Manager	115046	9242	9473	9712	9953	10204	10456	10717	10984	11259
Retirement Accounting Manager	135044	10419	10679	10946	11219	11499	11786	12082	12385	12694
Revenue Manager	135026	9242	9473	9712	9953	10204	10456	10717	10984	11259
Right of Way	210122	10031	10281	10539	10802	11073	11351	11636	11926	12224

Agent Manager										
Senior Management Analyst	150023	7714	7907	8105	8306	8512	8727	8945	9167	9398
Solid Waste Manager	640040	9242	9473	9712	9953	10204	10456	10717	10984	11259
Training Officer	150046	7714	7907	8105	8306	8512	8727	8945	9167	9398
Transit Operations Manager	320055	9242	9473	9712	9953	10204	10456	10717	10984	11259
Trolley Manager	720061	8473	8685	8904	9126	9355	9588	9830	10075	10328
Wastewater Manager	620095	9242	9473	9712	9953	10204	10456	10717	10984	11259
Water Manager	610075	9242	9473	9712	9953	10204	10456	10717	10984	11259
Water/Wastewater Manager-Certified	620096	10628	10890	11164	11443	11729	12023	12321	12631	12946

EXHIBIT IV

SALARIES EFFECTIVE DECEMBER 28, 2026 (IF MET BOTH FY26 1% & FY27 0.5% CONTINGENCIES)

CLASS TITLE	JOB CODE	A	B	C	D	E	F	G	H	I
ADA Coordinator	150231	7753	7947	8146	8348	8555	8771	8990	9213	9445
Administrative Manager	220025	10216	10472	10733	11001	11276	11557	11845	12143	12447
Airports Marketing & Public Relations Coordinator	310150	7753	7947	8146	8348	8555	8771	8990	9213	9445
Airports Operations Manager	310020	9289	9521	9761	10003	10256	10509	10771	11039	11316
Airports Planning Manager	310019	10216	10472	10733	11001	11276	11557	11845	12143	12447
Airports Properties Manager	310021	9289	9521	9761	10003	10256	10509	10771	11039	11316
Airports Safety Management Systems Manager	310161	9289	9521	9761	10003	10256	10509	10771	11039	11316
Animal Behaviorist	560041	7753	7947	8146	8348	8555	8771	8990	9213	9445
Assistant City Clerk	115030	9289	9521	9761	10003	10256	10509	10771	11039	11316
Building Services Manager	230031	13672	14014	14363	14722	15091	15467	15854	16250	16657
Business Manager	150019	9289	9521	9761	10003	10256	10509	10771	11039	11316
Clinic Manager	560061	7753	7947	8146	8348	8555	8771	8990	9213	9445
Communications Manager	125060	10216	10472	10733	11001	11276	11557	11845	12143	12447
Construction Manager	210096	9289	9521	9761	10003	10256	10509	10771	11039	11316
Crime Scene Investigation Bureau Manager	410015	9289	9521	9761	10003	10256	10509	10771	11039	11316
Cybersecurity Manager	125092	10216	10472	10733	11001	11276	11557	11845	12143	12447
Deputy City Engineer	210081	12115	12418	12730	13047	13374	13708	14051	14400	14761
Division Manager	150024	9289	9521	9761	10003	10256	10509	10771	11039	11316

Economic Development Analyst	150095	7753	7947	8146	8348	8555	8771	8990	9213	9445
Emergency Services Dispatch Manager	410005	9289	9521	9761	10003	10256	10509	10771	11039	11316
Facilities Manager	810040	9289	9521	9761	10003	10256	10509	10771	11039	11316
Fleet Manager	720032	9289	9521	9761	10003	10256	10509	10771	11039	11316
Graffiti Abatement Manager	720040	9289	9521	9761	10003	10256	10509	10771	11039	11316
Housing & Neighborhood Revitalization Manager	230065	10216	10472	10733	11001	11276	11557	11845	12143	12447
Information Services Manager	125055	10216	10472	10733	11001	11276	11557	11845	12143	12447
Law Office Manager	115020	9289	9521	9761	10003	10256	10509	10771	11039	11316
Licensed Engineer Manager	210094	13536	13874	14219	14576	14940	15313	15696	16089	16491
PARCS Operations Manager	520025	9289	9521	9761	10003	10256	10509	10771	11039	11316
Parks Manager	510035	9289	9521	9761	10003	10256	10509	10771	11039	11316
Personnel Manager	150026	9289	9521	9761	10003	10256	10509	10771	11039	11316
Planning Manager	220010	10216	10472	10733	11001	11276	11557	11845	12143	12447
Program Manager	510040	7753	7947	8146	8348	8555	8771	8990	9213	9445
Projects Administrator	150063	10216	10472	10733	11001	11276	11557	11845	12143	12447
Public Works/Public Utilities Manager	210095	10216	10472	10733	11001	11276	11557	11845	12143	12447
Purchasing Manager	140005	9289	9521	9761	10003	10256	10509	10771	11039	11316
Records Manager	115046	9289	9521	9761	10003	10256	10509	10771	11039	11316
Retirement Accounting Manager	135044	10472	10733	11001	11276	11557	11845	12143	12447	12758
Revenue Manager	135026	9289	9521	9761	10003	10256	10509	10771	11039	11316

Right of Way Agent Manager	210122	10082	10333	10592	10857	11129	11408	11695	11986	12286
Senior Management Analyst	150023	7753	7947	8146	8348	8555	8771	8990	9213	9445
Solid Waste Manager	640040	9289	9521	9761	10003	10256	10509	10771	11039	11316
Training Officer	150046	7753	7947	8146	8348	8555	8771	8990	9213	9445
Transit Operations Manager	320055	9289	9521	9761	10003	10256	10509	10771	11039	11316
Trolley Manager	720061	8516	8729	8949	9172	9402	9636	9880	10126	10380
Wastewater Manager	620095	9289	9521	9761	10003	10256	10509	10771	11039	11316
Water Manager	610075	9289	9521	9761	10003	10256	10509	10771	11039	11316
Water/Wastewater Manager-Certified	620096	10682	10945	11220	11501	11788	12084	12383	12695	13011

EXHIBIT V

SALARIES EFFECTIVE DECEMBER 28, 2026 (IF MET BOTH FY26 1% & FY27 1% CONTINGENCIES)

CLASS TITLE	JOB CODE	A	B	C	D	E	F	G	H	I
ADA Coordinator	150231	7792	7987	8187	8390	8598	8815	9035	9259	9492
Administrative Manager	220025	10267	10524	10786	11056	11332	11614	11904	12203	12509
Airports Marketing & Public Relations Coordinator	310150	7792	7987	8187	8390	8598	8815	9035	9259	9492
Airports Operations Manager	310020	9335	9568	9810	10053	10307	10561	10825	11094	11372
Airports Planning Manager	310019	10267	10524	10786	11056	11332	11614	11904	12203	12509
Airports Properties Manager	310021	9335	9568	9810	10053	10307	10561	10825	11094	11372
Airports Safety Management Systems Manager	310161	9335	9568	9810	10053	10307	10561	10825	11094	11372
Animal Behaviorist	560041	7792	7987	8187	8390	8598	8815	9035	9259	9492
Assistant City Clerk	115030	9335	9568	9810	10053	10307	10561	10825	11094	11372
Building Services Manager	230031	13740	14084	14434	14795	15166	15544	15933	16331	16740
Business Manager	150019	9335	9568	9810	10053	10307	10561	10825	11094	11372
Clinic Manager	560061	7792	7987	8187	8390	8598	8815	9035	9259	9492
Communications Manager	125060	10267	10524	10786	11056	11332	11614	11904	12203	12509
Construction Manager	210096	9335	9568	9810	10053	10307	10561	10825	11094	11372
Crime Scene Investigation Bureau Manager	410015	9335	9568	9810	10053	10307	10561	10825	11094	11372
Cybersecurity Manager	125092	10267	10524	10786	11056	11332	11614	11904	12203	12509
Deputy City Engineer	210081	12175	12480	12793	13112	13441	13776	14121	14472	14834
Division Manager	150024	9335	9568	9810	10053	10307	10561	10825	11094	11372

Economic Development Analyst	150095	7792	7987	8187	8390	8598	8815	9035	9259	9492
Emergency Services Dispatch Manager	410005	9335	9568	9810	10053	10307	10561	10825	11094	11372
Facilities Manager	810040	9335	9568	9810	10053	10307	10561	10825	11094	11372
Fleet Manager	720032	9335	9568	9810	10053	10307	10561	10825	11094	11372
Graffiti Abatement Manager	720040	9335	9568	9810	10053	10307	10561	10825	11094	11372
Housing & Neighborhood Revitalization Manager	230065	10267	10524	10786	11056	11332	11614	11904	12203	12509
Information Services Manager	125055	10267	10524	10786	11056	11332	11614	11904	12203	12509
Law Office Manager	115020	9335	9568	9810	10053	10307	10561	10825	11094	11372
Licensed Engineer Manager	210094	13603	13943	14290	14649	15014	15389	15774	16169	16573
PARCS Operations Manager	520025	9335	9568	9810	10053	10307	10561	10825	11094	11372
Parks Manager	510035	9335	9568	9810	10053	10307	10561	10825	11094	11372
Personnel Manager	150026	9335	9568	9810	10053	10307	10561	10825	11094	11372
Planning Manager	220010	10267	10524	10786	11056	11332	11614	11904	12203	12509
Program Manager	510040	7792	7987	8187	8390	8598	8815	9035	9259	9492
Projects Administrator	150063	10267	10524	10786	11056	11332	11614	11904	12203	12509
Public Works/Public Utilities Manager	210095	10267	10524	10786	11056	11332	11614	11904	12203	12509
Purchasing Manager	140005	9335	9568	9810	10053	10307	10561	10825	11094	11372
Records Manager	115046	9335	9568	9810	10053	10307	10561	10825	11094	11372
Retirement Accounting Manager	135044	10524	10786	11056	11332	11614	11904	12203	12509	12821
Revenue Manager	135026	9335	9568	9810	10053	10307	10561	10825	11094	11372

Right of Way Agent Manager	210122	10132	10384	10645	10911	11184	11465	11753	12046	12347
Senior Management Analyst	150023	7792	7987	8187	8390	8598	8815	9035	9259	9492
Solid Waste Manager	640040	9335	9568	9810	10053	10307	10561	10825	11094	11372
Training Officer	150046	7792	7987	8187	8390	8598	8815	9035	9259	9492
Transit Operations Manager	320055	9335	9568	9810	10053	10307	10561	10825	11094	11372
Trolley Manager	720061	8558	8772	8994	9218	9449	9684	9929	10176	10432
Wastewater Manager	620095	9335	9568	9810	10053	10307	10561	10825	11094	11372
Water Manager	610075	9335	9568	9810	10053	10307	10561	10825	11094	11372
Water/Wastewater Manager-Certified	620096	10735	10999	11276	11558	11847	12144	12445	12758	13076

**CITY OF FRESNO  
PERFORMANCE EVALUATION FORM  
Unit 14 – City of Fresno Management Employees Association (CFMEA)**

<b>Employee:</b>	
<b>Employee ID:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>Rating Period:</b>	From _____ To _____

<b>Performance Evaluation Rating Criteria:</b>	
1	Fails to meet minimum expectations for competency. Immediate action leading to improvement must be taken.
2	Inconsistently meets expectations, and inconsistently applies knowledge, skills, and/or ability.
3	Consistently meets expectations. Performs all essential elements of the competency. Demonstrates sufficient knowledge and/or ability to perform assignment or job responsibilities.
4	Exceeds expectations of the competency. Performs all essential elements of the competency in an exemplary manner.
5	Executes mastery of the competency. Has a vital impact to others in the organization. Performs all essential elements of the competency significantly above expectations.

No.	Category	1	2	3	4	5
1	<b>Achievement of Results</b> Delivers on objectives; meets deadlines; produces high volume and quality outcomes; ensures that techniques optimize quality and consistency in work products; executes initiative within authority; does not confuse effort with accomplishment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>Interpersonal Skills</b> Ability to develop and sustain effective internal and external working relationships; tailors approach and behavioral style when communicating; establishes rapport with ability to relate well to all levels and in other departments in the organization; approachable; treats others with courtesy, respect, fairness, professionalism, and consistency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<b>Customer Service</b> Actively demonstrates interest and understands the needs, expectations, and circumstances of internal and external customers and responds accordingly; takes personal responsibility for addressing external/internal problems in a professional manner; demonstrates honesty and integrity; behaves in a manner that builds public trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CITY OF FRESNO  
PERFORMANCE EVALUATION FORM  
Unit 14 – City of Fresno Management Employees Association (CFMEA)**

No.	Category	1	2	3	4	5
4	<p><b>Technical Proficiency</b> Understands and masters the skills, requirements, concepts, principles, and technologies of the job; well versed in the most current information, theories, techniques, practices, and procedures of the field; has demonstrated self-development and on-the-job acquisition of knowledge and skills of assigned position; effectively uses knowledge, judgment, information, and other resource management tools to successfully complete the job. Ensures compliance with internal and external contractual, legal, and regulatory standards.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<p><b>Leadership</b> Creates a positive and collaborative work environment, motivates others to do their best; identifies roles; creates a team identity; leverages team dynamics to enable constructive and productive work; provides and supports employees' ability to utilize tools, resources, training, and opportunities to develop and grow; emulates and communicates the Department and City's Strategic Plan, Mission, Vision, and Values; encourages innovation and empowers personnel to take initiative. Presents oneself as a positive role model for the City.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<p><b>Planning for Success</b> Develops objectives, goals, and strategies to meet organizational needs and requirements; develops policies, procedures, and processes; anticipates, forecasts, schedules work, and prepares for future resources and needs; ensures planning aligns to the Department and City's Strategic Plan, Mission, Vision, and Values.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<p><b>Financial Management</b> Understands and utilizes financial reports and basic budget principles and processes related to operations and the overall City budget; demonstrates sound decision making and is conscientious regarding managing time, revenues/expenditures, and resources. Has detailed working knowledge of Division, Department, and City overall financial planning and budget process to ensure sustainability and accountability.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CITY OF FRESNO  
PERFORMANCE EVALUATION FORM  
Unit 14 – City of Fresno Management Employees Association (CFMEA)**

No.	Category	1	2	3	4	5
8	<p><b>Supervision</b> <i>(Skip this section if the employee does not provide supervision)</i></p> <p>Develops action plans and work plans for assigned staff that meets the requirements of and aligns with the organization; ensures the employees have tools, resources, training, and opportunities to develop and grow. Holds employees accountable; uses progressive discipline where appropriate; treats similarly situated employees equitably; communicates appropriate information; is confidential and discrete where appropriate. Provides timely direction, feedback, correction, and evaluations of employees.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<p><b>Risk and Safety</b></p> <p>Proactively ensures loss control measures are in place; provides regular job related safety training. Ensures a safe and healthful work environment. Implements proactive techniques that improve safety; adheres to City, Department, and Cal-OSHA safety rules and regulations; documents and reports unsafe conditions. Identifies cause and effect of lost work days and accidents to reduce future losses and injuries.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Overall Rating:</b>				
1	2	3	4	5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Strengths:</b>
Identify the strengths demonstrated by the employee during this rating period and provide examples.

<b>Opportunities to Improve:</b>
Identify the opportunities for the employee to improve and describe the expectations that are to be achieved.

**CITY OF FRESNO  
 PERFORMANCE EVALUATION FORM  
 Unit 14 – City of Fresno Management Employees Association (CFMEA)**

<b>Objectives for the Next Rating Period:</b>
Identify the objectives to be accomplished by the employee for the next rating period. Include training recommendations, professional development, or resources available to achieve future goals.

<b>Employee Comments (Optional):</b>
In this section, the employee provides their own perspective on the performance during the rating period and the content of this evaluation.

<b>Attendance:</b>	
<input type="checkbox"/> Attendance is acceptable	<input type="checkbox"/> Attendance is not acceptable

Employee Signature:		Date:	
Department Signature:		Date:	

**Side Letter Agreement  
Between  
City of Fresno  
and  
City of Fresno Management Employees Association (CFMEA)**

**Annual Leave**

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Fresno (“City”) and the City of Fresno Management Employees Association (“Association”) and sets forth the full and entire understanding of both parties regarding Article VIII(G)(2)(a) in the current Memorandum of Understanding (“MOU”) between the City and the Association. The City and the Association have met and conferred and have agreed to amend Article VIII(G)(2)(a) as follows:

ARTICLE VIII

COMPENSATION AND BENEFITS

G. LEAVES

2. Annual Leave

a. Annual Leave Accrual - Employees in this Unit do not accrue Vacation Leave and Sick Leave as provided in the FMC and instead accrue Annual Leave as detailed below.

- (1) Less than Ten Years – For employees who have been \*\*\* employed by the City for less than ten (10) years, the Annual Leave accrual rate will be 15.5 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the Annual Leave accrual rate to the same level for employees represented by the Association.
- (2) \*\*\*Ten Years or More But Less Than Twenty Years – For employees who have been \*\*\* employed by the City for ten (10) years or more **but less than twenty (20) years**, the Annual Leave accrual rate will be 18.83 hours for each completed calendar month of employment. In the event the City agrees to a higher annual leave accrual rate for members of recognized labor organizations who participate in the City of Fresno Employees Retirement System, the City agrees that it will increase the Annual Leave accrual rate to the same level for employees represented by the Association.
- (3) Twenty Years or More – For employees who have been employed by the City for twenty (20) years or more, the Annual Leave accrual rate will be 20 hours for each completed calendar month of employment.

- (4) Annual Leave Accumulation Limit – Employees may accumulate unused Annual Leave not to exceed eight hundred forty (840) hours.

Employees who have reached their Annual Leave accumulation limit will have all hours exceeding the limit placed in a Special HRA bank to be credited to an HRA account for eligible employees upon retirement, until their Annual Leave accumulation falls below the eight hundred forty (840) hour limit, at which point they will resume accumulating Annual Leave. Hours in the Special HRA bank may not be used as leave time and cannot be cashed out. There will be no cash out or transfer of hours in the Special HRA bank for employees who are not eligible to participate in the HRA upon retirement.

Any employee with more than six hundred eighty (680) hours of Annual Leave as of December 30, 2013 had all hours above six hundred eighty (680) placed in a special Annual Leave bank which may be used for the same purpose as Annual Leave and shall be cashed out upon leaving City employment in accordance with subsection (6) below.

- (5) Use of Annual Leave - Annual leave requests will be administered in accordance with existing FMC provisions, City administrative orders, policies, procedures, rules and regulations.
- (6) Annual Leave Cash Out - Employees will be permitted to cash out up to forty-eight (48) hours or ten percent (10%) of their Annual Leave balance, whichever is greater, each fiscal year. During the term of this MOU, employees can only cash out Annual Leave before April 1<sup>st</sup> of each fiscal year. No cash out can be done between April 1<sup>st</sup> and the pay period in which the last paycheck is paid in the fiscal year.
- (7) Unused Annual Leave Pay Out - Upon separation from City service, an employee will be compensated for all unused Annual Leave balances at their applicable base rate of pay. Compensation received under this provision will not be considered pensionable for retirement purposes. The FMC was modified to include a definition of annual leave, and exclude accrued annual leave pay outs from pensionable compensation under the City of Fresno Employees Retirement System.
- (8) Transfer - An employee transferring to a position represented by a different bargaining group, which is not covered by Annual Leave, may either cash out their unused Annual Leave balance at the base

rate of pay of the former class, or have the unused Annual Leave balance converted to a Vacation Leave balance of hours. The conversion is obtained by multiplying unused Annual Leave hours by the base rate of pay of the former class (convert to an hourly figure), dividing the product by the base rate of pay of the new class (convert to an hourly figure), and placing the resulting balance for leave usage as requested and designated by the employee. (Conversion example:  $100$  [unused Annual Leave hours]  $\times$   $\$15.00$  [CFMEA class monthly base rate converted to hourly] =  $\$1,500.00$  [product]  $\div$   $\$20.00$  [non-CFMEA class monthly base rate converted to hourly] =  $75$  [converted hours to be placed in a Vacation Leave balance account].) Upon separation from City service, the employee who transferred to a position outside of Unit 14 will be compensated for all unused Annual Leave hours at the base rate of pay for the class held by the employee at the time of separation. Compensation received under this provision will not be considered pensionable for retirement purposes.

This Agreement shall be effective the first of the month following Council approval until the implementation of a successor MOU. This subject will be addressed in the successor MOU.

FOR THE CITY OF FRESNO  
MANAGEMENT EMPLOYEES  
ASSOCIATION:

FOR THE CITY OF FRESNO:

*Signature on File*

*Signature on File*

\_\_\_\_\_  
ANN KLOOSE  
President

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

Date: 3/20/2026

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

*Signature on File*

By: \_\_\_\_\_  
Assistant City Attorney