

City Package Proposal

Tendered to CFPEA on **August 12, 2024**

This is a package proposal provided to CFPEA. Rejection of any single item will be considered rejection of the entire proposal. As part of the package proposal, any proposals by either party not addressed in the package would be considered withdrawn.

**PACKAGE PROPOSAL**

<p>Term (City Proposal #16B, Counter to CFPEA #1)</p>	<p>The term of MOU would be effective January 1, 2024 through June 15, 2025, change title of article, and modify added language on effective date of all economic provisions.</p>
<p>Wages (City Proposal #20A, Counter to CFPEA #23 &amp; #24)</p>	<p>Permanent employees in this unit active at the beginning of the first full pay period following Council approval and employed in the Unit as of June 16, 2024, shall receive a one-time lump sum payment equivalent to 2% of the annual base rate of pay as of June 16, 2024, to be paid in the pay period following Council approval.</p>
<p>Previous Classification &amp; Compensation Study (City Proposal #19, Counter to CFPEA #2a)</p>	<p>Agree to implement remainder compensation adjustments from the previous classification &amp; compensation study, effective June 17, 2024.</p>
<p>Safety Shoes and Prescription Safety Glasses (City Proposal #7, Counter to CFPEA #5)</p>	<p>Accept increasing regular safety shoe voucher to \$250 and special safety shoe voucher to \$300; however, only agree to reimbursement of up to \$125 annually for prescription safety glasses and no equivalent benefit language if increased for another unit.</p>
<p>Swing and Night Shift Premium (City Proposal #8, Counter to CFPEA #6)</p>	<p>Accept increasing swing shift premium to \$1.45 per hour and night shift premium to \$2.30 per hour; however, no equivalent benefit language if increased for another unit.</p>
<p>Master Auto/Heavy Duty Truck Tech Cert Pay and Blue Seal Premium Pay (City Proposal #21, Counter to CFPEA #11)</p>	<p>Agree to increase certificate pay for Master Auto/Heavy Duty Truck Tech to \$200/month and add new Blue Seal premium pay.</p>
<p>Uniforms (City Proposal #22, Counter to CFPEA #16)</p>	<p>Agree to modify uniform allowance to \$73 per month for Supervising Crime Scene Technician and increase uniform allowance to \$876 per year for Fire Prevention Engineer and Supervising Fire Prevention Inspector, prorated for new employees.</p>
<p>Health Reimbursement Arrangement (HRA) (City Proposal #23, Counter to CFPEA #21)</p>	<p>Agree to include option for employees to credit any amount of Holiday Leave at 100% of the employee's base rate of pay into an HRA account at the time of retirement if eligible for HRA.</p>

**CITY OF FRESNO / CFPEA (UNIT 13) MOU NEGOTIATIONS FY 2024**

<p><b>Holiday Leave</b> (City Proposal #24, Counter to CFPEA #21)</p>	<p>Agree to include option for employees to credit any amount of Holiday Leave at 100% of the employee's base rate of pay into an HRA account at the time of retirement if eligible for HRA, and add clarifying language on the cash out period throughout the fiscal year and how it is cashed out at time of separation if not eligible for HRA.</p>
<p><b>Building Inspections</b> (City Proposal #18, Counter to CFPEA #38)</p>	<p>Incorporate existing side letter with some minor edits.</p>

**TENTATIVE AGREEMENTS**

1	Annual Leave as Protected Sick Leave – City Proposal #2	Updates consistent with state law.
2	Certificate, License, Registration Premium Pay – City Proposal #3	Add a process for the effective date of new/renewal premium pay and discontinuance of premium pay for expired certificates/licenses/registration.
3	Health & Welfare – City Proposal #4	Clarification, cleanup, removal of obsolete language.
4	Holidays – City Proposal #5	Clarifying language for employees regularly scheduled to work a day which falls on a Sunday holiday.
5	Licensed Professional Engineer – City Proposal #6	Incorporate existing side letter.
6	Cleanup and Clarification – City Proposal #1A	Cleanup and clarification throughout MOU such as simplification, clarification, updates, and removal of obsolete language.
7	Leave Election on Holidays – City Proposal #9	Clarifying that only non-exempt employees working 4/10 or 9/80 will need to use leave to provide for a full day if the holiday falls on a regular workday, or elect leave without pay.
8	New Class Specifications – City Proposal #10	Clarifying that the meet and confer is to adopt a base salary for the new class.
9	Notification to Association – City Proposal #11	Revising the language to be consistent with the law.
10	Pay for Performance – City Proposal #12	Removing obsolete provision.
11	Supplemental Sick Leave – City Proposal #13	Language update consistent with State law.
12	Voluntary Leave Time (VLT) Program – City Proposal #14	Add new provision on voluntary leave time (VLT) program.

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Tentative Agreement

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA:

For the City:

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All tentative agreements are subject to tentative agreement on a total package, ratification by CFPEA and approval by the City Council.



City Proposal #16B, Counter to CFPEA #1      Tendered to CFPEA on **August 12, 2024**  
Subject: Term

Issue: 1-1/2 year agreement to align with the fiscal-year cycle, change title of article, and modify added language on effective date of all economic provisions.

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**Legend for Color Coding:**

Proposed Changes on 2/8/24

Proposed Changes on 6/3/24

Proposed Changes on 8/12/24

ARTICLE X

**TERMINATION**

The provisions of this MOU shall be in full force and effect from ~~December 6, 2021~~ **January 1, 2024** to ~~December 31, 2023~~ **June 15, 2025**, subject to the Sections (A., B., and C.) below. **All economic provisions modified in this successor MOU shall be effective at the beginning of the first full pay period following Council approval on June 17, 2024, whichever is later, unless explicitly stated otherwise within the provision.**

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, **and after all parties named on the signature page of this MOU have signed the MOU**, and shall remain in full force and effect through ~~December 31, 2023~~ **June 15, 2025**.
- 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 (1) the item is directly considered and specifically addressed herein, or (2) is directly considered and specially addressed in Chapter 3, Article 1-Personnel in the FMC; or (3) 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. The meet and confer process following a request made by either party pursuant to the provisions of this Article shall be subject to bargaining to the extent the matter is within the mandatory scope of bargaining under the MMBA. 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 or City statutes, and City administrative policies referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

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**TENTATIVE AGREEMENT**

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

All tentative agreements are subject to tentative agreement on a total package, ratification by CFPEA and approval by the City Council.



City Proposal #20A, Counter to CFPEA #23 & #24 Tendered to CFPEA on August 12, 2024  
Subject: Wages

Issue: Permanent employees in this unit active at the beginning of the first full pay period following Council approval and employed in the Unit as of June 16, 2024, shall receive a one-time lump sum payment equivalent to 2% of the annual base rate of pay as of June 16, 2024, to be paid in the pay period following Council approval.

**Legend for Color Coding:**

Proposed Changes on 6/3/24

Proposed Changes on 8/12/24

ARTICLE VIII

COMPENSATION AND BENEFITS

A. SALARIES

1. ~~Permanent employees in this unit active at the beginning of the first full pay period following Council approval and employed in the Unit as of June 16, 2024, shall receive a one-time lump sum payment equivalent to two percent (2%) of their annual base rate of pay as of June 16, 2024, to be paid in the pay period following Council approval. Temporary, limited and provisional employees in Unit 13 classifications are not eligible as well as any employees hired after June 16, 2024. Employees in this unit on the top step as of June 16, 2024 shall receive a one-time lump sum payment equivalent to three percent (3%) of their base rate of pay to be paid on the anniversary date of their current classification in Fiscal Year 2025, except for those employees who will receive a classification and compensation adjustment on June 17, 2024 greater than three percent (3%). Employees on the top step as of June 16, 2024 who will receive a classification and compensation adjustment on June 17, 2024 less than three percent (3%) shall receive a one-time lump sum payment of their base rate of pay that matches the remaining percentage needed to reach three percent (3%) to be paid on the anniversary date of their current classification in Fiscal Year 2025. In the regular paycheck on December 24, 2021, active employees in a permanent position on December 6, 2021, shall receive a one-time lump sum payment equivalent to three percent (3%) of actual base wages earned while the employee was in a permanent position in this Unit from June 22, 2020 through June 20, 2021. For purposes of this section, actual base wages earned will include the hours~~

an employee was absent without pay due to a statutorily protected leave such as, but not limited to, leaves taken under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), and Military Leave, but shall not include hours an employee was absent due to unprotected leave without pay status (e.g., on disciplinary suspension, etc.). The employee shall bear responsibility for any and all individual income tax consequences resulting from this lump sum payment. The lump sum payment shall be compensable for retirement purposes.

- 2. Retroactively effective June 21, 2021, the base rate of pay for all employees in this unit shall be increased by three percent (3%) as reflected in Exhibit I, attached hereto and incorporated by this reference. Employees will receive payment for retroactive wages earned from June 21, 2021 through December 5, 2021 in their regular paycheck on February 4, 2022.
- 3. Effective June 20, 2022, the base rate of pay for all employees in this unit shall be increased by three percent (3%) as reflected in Exhibit II, attached hereto and incorporated by this reference.
- 4. Effective June 19, 2023, the base rate of pay for all employees in this unit shall be increased by three percent (3%) as reflected in Exhibit II, attached hereto and incorporated by this reference.

TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

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**CITY OF FRESNO / CFPEA (UNIT 13) MOU NEGOTIATIONS FY 2024**

City Proposal #19, Counter to CFPEA #2a      Tendered to CFPEA on **April 19, 2024**

Subject: Previous Classification & Compensation Study

Issue: Agree to implement remainder compensation adjustments from the previous classification & compensation study, effective June 17, 2024.

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ARTICLE VIII

COMPENSATION AND BENEFITS

A. SALARIES

5. The parties have reached agreement on compensation adjustments resulting from a Classification and Compensation Study. The parties have also agreed that compensation adjustments will be implemented in phases, with the first phase commencing with Equity Increases effective July 23, 2018, and subsequent phases to be implemented as negotiated in future MOU negotiations or as otherwise mutually agreed between the parties. ~~The percentage adjustments to classifications to implement the first phase are reflected in Exhibit IV, attached hereto and incorporated by this reference.~~ **The parties have agreed to implement the remainder compensation adjustments effective June 17, 2024.**

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TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

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Signature/Date

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**CFPEA Classification and Compensation Study  
Remainder Compensation Adjustments**

<b>Job Code</b>	<b>Job Title</b>	<b>Equity Adjustment</b>
115015	Legal Secretary I	27.63%
115016	Legal Secretary II	26.91%
115017	Senior Legal Secretary	26.91%
720035	Parking Supervisor	16.96%
135025	Revenue Supervisor	16.46%
115081	Airports Credentialing Supervisor	14.92%
115047	Police Support Services Supervisor	14.92%
115045	Records Supervisor	14.92%
410013	Supervising Crime Scene Technician	12.97%
115073	Call Center Supervisor	12.34%
160001	Paralegal	12.00%
115050	Human Resources Records Supervisor	11.19%
120007	Central Print Supervisor	10.91%
510030	Forestry Supervisor I	10.91%
510025	Parks Supervisor I	10.91%
150016	Human Resources Analyst	9.64%
150010	Risk Analyst	9.64%
210055	Fire Prevention Engineer	7.97%
160002	Senior Paralegal	6.43%
150008	Lead Risk Analyst	5.23%
160020	Supervising Paralegal	4.84%
420005	Supervising Fire Prevention Inspector	4.19%
150105	Grant Writer	3.66%
220007	Planner III	3.19%
150021	Management Analyst II	1.68%



City Proposal #7, Counter to CFPEA #5 Tendered to CFPEA on December 21, 2023

Subject: Safety Shoes and Prescription Safety Glasses

Issue: Increase safety shoe vouchers to up to \$50 each; add a reimbursement of up to \$125 for prescription safety glasses; language clarification.

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## ARTICLE VIII

### COMPENSATION AND BENEFITS

#### T. UNIFORMS, SAFETY SHOES, **AND PRESCRIPTION SAFETY GLASSES**

##### 4. Safety Shoes

Safety shoes for employees in Unit 13 shall be governed by the City of Fresno Illness and Injury Prevention Program (IIPP) and shall meet the CalOSHA General Industry Safety Order Foot Protection standards outlined in Title 8, Section 3385. The City will provide a voucher for employees in this Unit who are authorized or required to wear safety shoes for two hundred **fifty** dollars (~~\$200~~ **\$250**) for the purchase of safety shoes, or the value of one (1) pair of approved shoes, whichever is less. ~~When department management determines that duties assigned to an employee require shoes which exceed the requirements of the CalOSHA General Industry Safety Orders, management may authorize~~ **Employees in classes and assignments who are required to wear Electrical Hazard rated or Chemical-Resistant safety shoes may be issued** a voucher of up to ~~two hundred fifty~~ **three hundred** dollars (~~\$250~~ **\$300**) **for the purchase of one (1) pair of safety shoes per voucher**. In either event, the employee shall pay any cost in excess of the amount of the voucher.

**Employees provided with safety shoes, which shall be used for the express purpose of City business, may request a voucher for replacement safety shoes when the safety shoes are no longer serviceable as verified by the manager. When the employee obtains new safety shoes, the safety shoes that are no longer serviceable shall be turned in to the employee's manager.**

**5. Prescription Safety Glasses**

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

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

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TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

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Signature/Date

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City Proposal #8, Counter to CFPEA #6    Tendered to CFPEA on December 21, 2023

Subject: Swing and Night Shift Premium

Issue: Agree to increase hourly premium pay for swing and night shift; clarify that the pay is pensionable under the City of Fresno Retirement System.

ARTICLE VIII

COMPENSATION AND BENEFITS

C.    PREMIUM PAY

1.    Swing and Night Shift Premium - An employee in these Units who is regularly assigned to work a swing or night shift and who supervises an employee or employees who are eligible to receive swing or night shift premium pay shall receive swing or night shift premium pay in addition to the employee's base salary. If one-half or more of an employee's shift falls between the hours of 5:00 p.m. and midnight, the employee will receive a swing shift premium of one dollar **and forty-five cents (\$1.00 \$1.45)** per hour for all hours worked that shift. If one-half or more of an employee's shift falls between the hours of midnight and 8:00 a.m., the employee will receive a night shift premium of ~~one and 50/100 two~~ **two dollars and thirty cents (\$1.50 \$2.30)** per hour for all hours worked that shift. The swing or night shift premium will be paid only to an employee who is regularly assigned to a swing or night shift and who actually works such shift. Should a shift fall under the definitions of both swing and night shift, the shift will be paid at the higher rate. **This pay is pensionable under the City of Fresno Retirement System.**

TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

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City Proposal #21, Counter to CFPEA #11      Tendered to CFPEA on August 12, 2024

Subject: Master Auto/Heavy Duty Truck Tech Cert Pay and Blue Seal Premium Pay

Issue: Agree to increase certificate pay for Master Auto/Heavy Duty Truck Tech to \$200/month and add new Blue Seal premium pay.

**Legend for Color Coding:**

Previous TA'd language on 2/8/24 & 2/27/24

Proposed Changes on 8/12/24

ARTICLE VIII

COMPENSATION AND BENEFITS

C. PREMIUM PAY

3. Certificate/License/Registration Premium Pay - It is expressly understood that positions and assignments eligible for certificate, license, or registration premium pay will be determined solely at the discretion of management. If any of the certificates, licenses and/or registrations detailed in paragraphs "a" through "g" the subsections below are determined by the City to be minimum qualifications in job classifications, 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.**

**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.**

- c. Permanent employees in the class of Equipment Supervisor, who possess a valid Master Automobile Technician Certificate or a valid Master Heavy Duty Truck Technician Certificate issued by the National Institute for Automotive Service Excellence (NIASE), shall

receive ~~one hundred sixty~~ **two hundred** dollars ~~(\$160.00)~~ **(\$200.00)** per month.

**7. Blue Seal of Excellence Recognition Premium Pay:**

a. Employees in this Unit assigned to FAX or Fleet facilities in the class of Equipment Supervisor or in any other class in this Unit whose Automotive Service Excellence (ASE) certification contributes to the receipt of the respective facility's ASE Blue Seal of Excellence Recognition, shall become eligible to receive six hundred dollars (\$600) per year premium pay to be paid in the regular paycheck of the first pay period following the facility's designation date, pursuant to the requirements outlined in subsections (1) and (2) below. Only employees in this Unit active as of the facility's designation date shall receive the premium pay. The pay is pensionable under the City of Fresno Retirement System.

(1) A FAX or Fleet facility must receive the ASE Blue Seal of Excellence Recognition pursuant to the program criteria established by the NIASE;

(2) The employee in this Unit must possess at a minimum two (2) applicable ASE certificates pursuant to the program criteria established by the NIASE (i.e., the employee's name was included as an ASE-Certified Service Professional on the Blue Seal Recognition Program application submitted by the facility).

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TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

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Signature/Date

All tentative agreements are subject to tentative agreement on a total package, ratification by CFPEA and approval by the City Council.

City Proposal #22, Counter to CFPEA #16      Tendered to CFPEA on **August 12, 2024**  
Subject: Uniforms

Issue: Agree to modify uniform allowance to \$73 per month for Supervising Crime Scene Technician and increase uniform allowance to \$876 per year for Fire Prevention Engineer and Supervising Fire Prevention Inspector, prorated for new employees.

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ARTICLE VIII

COMPENSATION AND BENEFITS

T. UNIFORMS, SAFETY SHOES

1. Should the City wish to change any practice on the provision of uniforms to employees, the City will provide notice of the proposed change and CFPEA agrees to meet and confer on such change. The parties agree uniforms will be administered under Administrative Order 3-6 unless the parties agree to an alternative.
  2. Supervising Crime Scene Technicians assigned to the Fresno Police Department shall receive ~~nineteen dollars and twenty-three cents (\$19.23) per pay period~~ **seventy-three dollars (\$73) per month to be prorated on a pay-period-by-pay-period basis** for the purpose of assisting in the purchase and maintenance of uniforms. **This pay is pensionable under the City of Fresno Retirement System.**
  3. Employees who are in the classifications of Fire Prevention Engineer and Supervising Fire Prevention Inspector on July 1 who are required to purchase, maintain, and wear a duty uniform shall receive a uniform allowance of a flat ~~\$799~~ **eight hundred and seventy-six dollars (\$876)** per year via direct deposit with their regular paycheck on the first pay date following each July 1 for the maintenance and replacement of the required uniform. **New employees in these classifications who are required to purchase, maintain, and wear a duty uniform shall receive a prorated amount in their first paycheck for the purpose of assisting in the purchase and maintenance of uniforms.** The uniform allowance received under this provision will be considered pensionable for retirement purposes.
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TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

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City Proposal #23, Counter to CFPEA #21    Tendered to CFPEA on August 12, 2024

Subject: Health Reimbursement Arrangement (HRA)

Issue: Agree to include option for employees to credit any amount of Holiday Leave at 100% of the employee's base rate of pay into an HRA account at the time of retirement if eligible for HRA.

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**Legend for Color Coding:**

**Previous TA'd language on 2/27/24**

**Proposed Changes on 8/12/24**

ARTICLE VIII

COMPENSATION AND BENEFITS

I. HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding 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 Frozen Sick Leave and/or Annual Leave used for sick time (excluding only hours used for Workers' Compensation benefits and any protected leave in accordance with federal and state law) 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 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 the ~~applicable Exhibit~~ **Salary Resolution**, multiplied by twelve (12) months then divided by 2,080 hours.

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

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

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

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### TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

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City Proposal #24, Counter to CFPEA #21    Tendered to CFPEA on **August 12, 2024**

Subject: Holiday Leave

Issue: Agree to include option for employees to credit any amount of Holiday Leave at 100% of the employee's base rate of pay into an HRA account at the time of retirement if eligible for HRA, and add clarifying language on the cash out period throughout the fiscal year and how it is cashed out at time of separation if not eligible for HRA.

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**Legend for Color Coding:**

Previous TA'd language on 2/8/24 & 2/27/24

Proposed Changes on 8/12/24

ARTICLE VIII

COMPENSATION AND BENEFITS

G. LEAVES

4. Holiday Leave

- a. Except as may be modified in this Section, Holidays shall be governed by FMC Section 3-116.

Effective January 1, 1989 the following are the holidays recognized by the City for these Units:

- 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 upon 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 Sunday. For employees who are regularly scheduled to work on 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. Employees who are scheduled to and do work on a holiday that would otherwise be a regular day to work shall be credited with one (1) hour of Holiday Leave for each hour of work up to a maximum of eight (8) hours of Holiday Leave in the pay period in which the holiday occurs.
- 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 in the pay period in which the holiday occurs.
- d. If an employee is required to and does work on the employee's birthday, or the employee's birthday falls on a holiday or any regularly scheduled day off, the employee shall be credited with eight (8) hours of Holiday Leave in the pay period in which the holiday occurs.
- f. Employees may request payment and be compensated for up to 48 hours or ten percent (10%) of their Holiday Leave balance, whichever is greater, between **July 1 the pay period in which the first paycheck is paid in the fiscal year** and December 31, and up to five percent (5%) between January 1 and March 31 of each fiscal year during the term of this MOU.
- g. In addition to any other Holiday Leave which may be accrued under this subsection, permanent employees in the class of Emergency Services **Communications Dispatch** Supervisor shall accrue 1.33 hours of holiday leave per month.
- h. **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.**
- i. **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.**

TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

All tentative agreements are subject to tentative agreement on a total package, ratification by CFPEA and approval by the City Council.



City Proposal #18, Counter to CFPEA #38 Tendered to CFPEA on February 27, 2024

Subject: Building Inspections

Issue: Incorporate existing side letter with some minor edits.

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**Legend for Color Coding:**

Language from Side Letter

Proposed Changes

ARTICLE VIII

COMPENSATION AND BENEFITS

**U. BUILDING INSPECTIONS**

**1. Third-Party Building Inspection Service Program**

**Planning & Development will institute a Third-Party Building Inspection Service Program that will allow building inspection applicants the option to select a third-party firm pre-qualified by the City to perform building inspection(s) which are required by the City to issue building permits. Building inspection applicants may negotiate fees and timelines directly with the third-party firm. Once the Program is discontinued, the Program will not be reinstated unless there is mutual agreement between the City and Association.**

**2. Contracting Out of Building Inspections**

**Due to a fluctuating demand for building inspections which may create workload issues that impact current staff, Planning & Development may contract out building inspections as needed to mitigate the workload demand on staff and meet building inspection timelines. Once contracting out of building inspections is discontinued, contracting out of building inspections will not be reinstated unless there is mutual agreement between the City and Association.**

**3. The Program and contracting out of building inspections will not be utilized to privatize staff or work performed by employees assigned to complete building inspections in Planning & Development. While the Program and contracting out of building inspections are in effect, respectively, the City**

agrees that no elimination, defunding, or freezing of Unit 13 positions assigned to perform building inspections in Planning & Development existing as of the effective date of this MOU will occur unless the Program and contracting out of building inspections have been discontinued for sixty (60) calendar days or more, respectively.

- 4. When vacancies occur in Unit 13 positions assigned to perform building inspections in Planning & Development as it relates to this Program, the City agrees that the positions will remain funded and every reasonable effort will be made to recruit and fill the vacancies.
- 5. The City agrees to meet with the Association annually to discuss the volume of building inspection applicants choosing to utilize the Program and the number of building inspections that have been contracted out.

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TENTATIVE AGREEMENT

The parties agree to recommend this tentative agreement for ratification by their respective principals.

For CFPEA

For the City

\_\_\_\_\_  
Signature/Date

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Signature/Date

All tentative agreements are subject to tentative agreement on a total package, ratification by CFPEA and approval by the City Council.