

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

FRESNO CITY FIREFIGHTERS ASSOCIATION

LOCAL No. 753

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

A.F.L.C.I.O.

(Non-Management Fire - Unit 5)

JULY 1, 2009 TO JUNE 30, 2012

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - PREAMBLE	1
A. Purpose	1
B. Definitions	1
C. Governing Laws	1
ARTICLE II - EMPLOYEE RIGHTS	2
A. General	2
B. Employee Responsibilities	2
C. Nondiscrimination	2
ARTICLE III - CITY RIGHTS	3
A. General	3
ARTICLE IV - RECOGNITION	4
A. Association Recognition	4
B. Recognition of Unit Description	4
C. Firefighter Trainee Program	4
D. City Recognition	6
E. Recognition of Mutual Obligation	6
F. Information to Association	6
G. Lockout and Strike	7
H. Bulletin Boards	7
ARTICLE V - SCOPE OF REPRESENTATION AND GRIEVANCES	8
A. General	8
B. Grievance Procedure	8
C. Use of Hearing Officer in Disciplinary Action Initiated by City	11
D. In Lieu of Suspension	11
ARTICLE VI - DUES DEDUCTION	12
A. General	12
B. Dues Check-off	12
C. Exceptions to Dues Deduction Authorization Card	13
D. Dues Deduction	13
ARTICLE VII - COMPENSATION AND BENEFITS	14
A. General	14
B. Salaries	14

TABLE OF CONTENTS

	<u>Page</u>
C. Pension Contribution	14
D. Health and Welfare	15
E. Uniform Allowance	16
F. Overtime/ Shift Replacement , Compensatory Time Off And Premium Pay	16
1. Overtime/ Shift Replacement	17
2. Compensatory Time Off (CTO)	18
3. Specialty Team Premium Pay	19
4. Education Incentive Pay (EIP)	22
5. Certificate Premium Pay	23
6. Bilingual Certification Program	24
7. Acting	25
G. Sick Leave Benefit at the Time of Election to Enter the Deferred Retirement Option Program (DROP) or at Retirement	25
H. Leaves	26
1. Holiday Leave	26
2. Vacation Leave	27
3. Sick Leave	28
4. Compensation for Unused Leave	29
I. Health Reimbursement Arrangement	29
J. Jury Duty and Court Time	30
K. Relief	30
L. Absent With Relieve (AWR)	30
M. Workers' Compensation	31
N. Starting Steps When Promoted	33
O. Transfers	33
P. Temporary Reassignments	33
Q. Three Persons for 2 Hours	33
R. Fire Suppression Service Delivery	34
S. Americans With Disabilities Act (ADA), Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) And Workplace Violence	34
T. Hours of Work and Schedules	34
ARTICLE VIII - HEADINGS/REFERENCES/CITATIONS	37
ARTICLE IX - SAVING CLAUSE/FULL UNDERSTANDING	38
ARTICLE X - TERMINATION	39
SIGNATURE PAGE	40
EXHIBIT I - SALARIES	41

LEGEND

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

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 753, International Association of Firefighters, AFL-CIO, (Non-Management Fire – Unit 5) hereinafter referred to as the Association, has as its purpose: to establish wages, hours, and other terms and conditions of employment for the members of this Unit.

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 Sections 3-101, 3-202, 3-301, and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or 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), applicable provisions of the Public Employment Relations Board (PERB), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), the Fire Fighters Procedural Bill of Rights Act (FBOR), as may be amended from time to time, and Article 6 of Chapter 3 of the FMC. In the event of any 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, except as expressly modified herein, are as set forth in FMC Section 3-604. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Non-Management Fire Unit, hereinafter 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.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to, and be exercised by, all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

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.
2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1. are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council or by Council approved MOU.
3. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU at least one (1) week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter. 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 will accept proposals from the Association as early as March 1, * * * **2012**.

B. RECOGNITION OF UNIT DESCRIPTION

The Non-Management Fire Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the following classes, listed in Exhibit 5 of the current salary resolution, as such Unit may be modified from time to time pursuant to the provisions of the FMC:

Firefighter Trainee
Firefighter
Firefighter Specialist
Fire Captain
Fire Investigation Unit Supervisor

C. FIREFIGHTER TRAINEE PROGRAM

1. Classification

- a. The City * * * **has** created a job classification titled Firefighter Trainee. The Fire Department may hire a maximum of ten (10) additional Firefighter Trainees above the number of vacancies that exist in the Firefighter Class. Employees assigned to a Firefighter Trainee position cannot attain permanent status.
- b. A Firefighter Trainee shall be trained in and shall perform the various duties typical of a Firefighter, with the exception that the Firefighter Trainee shall not perform fire suppression or medical aid duties prior to appointment as a Firefighter. A Firefighter Trainee

may assist in fire inspections, apparatus maintenance and repairs or other duties as assigned.

2. Recruitment and Retention

* * *

- a. Employees occupying the Firefighter Trainee allocated positions shall be required to attend and participate in the City of Fresno Fire Department Academy prior to promotion to the rank of Firefighter.
- b. Upon successful completion of the City of Fresno Fire Department Academy, a Firefighter Trainee shall be promoted to a Firefighter position if a vacancy exists. Firefighter Trainees offered a position in the absence of a vacancy will be made aware of their hiring order. Promotions will be made and be based upon the order in which the Firefighter Trainee was hired.
- c. If, upon successful completion of the City of Fresno Fire Department Academy, there are no Firefighter vacancies, the remaining Firefighter Trainees shall remain in such class until a position becomes vacant.
- d. While serving in a Firefighter Trainee position, the Trainee can be terminated for the good of the service.

3. Compensation and Benefits

- a. Employees assigned to the Firefighter Trainee position shall be compensated at the rate of ninety percent (90%) of an A Step Firefighter while attending the City of Fresno Fire Department Academy. **Employees remaining in that position * * * shall receive \$15.97 per hour, \$16.29 per hour effective January 1, 2011, and \$16.62 per hour effective January 1, 2012, until appointed to rank of Firefighter.**
- b. Employees assigned to the Firefighter Trainee position shall be assigned to a forty (40) hour workweek beginning on Monday at 12:01 a.m. and ending on Sunday at midnight. Employee's daily work schedules may be adjusted to accommodate training provided by the Fire Department.
- c. Employees assigned to the Firefighter Trainee position shall be compensated at the overtime rate of time and one-half (1.5) their regular rate of pay for any work over forty (40) hours in a work week. Upon completion of the City of Fresno Fire Department Academy and when assigned to a 56 hour position, Compensatory

Time Off (CTO) balances for Firefighter Trainees will be converted to a 56 hour **accrual** rate.

- d. Employees assigned to the Firefighter Trainee position shall be entitled to all benefits afforded to the Firefighters.
- e. Employee retirement contributions plus interest associated with the contributions would be refunded if the Firefighter Trainee leaves the Fire Department at the completion of the period noted in 2.d., above.

D. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City pursuant to FMC Section 3-615, 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 at least one (1) week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.

E. 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.

F. INFORMATION TO ASSOCIATION

- 1. The City shall provide to the Association:
 - a. Changes to the Salary Resolution.
 - b. Changes to Job Specifications for classes in this Unit.
 - c. Changes to the Administrative Order Manual that effect employees in this Unit.
- 2. The Fire Department shall provide:
 - a. Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.

- b. An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

G. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.
2. Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers-Milias-Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.
3. Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work stoppage is protected activity and will not subject the employee to disciplinary action.

H. BULLETIN BOARDS

The Association may use designated portions of City Bulletin Boards in City Facilities in which members of this Unit are on duty.

ARTICLE V

SCOPE OF REPRESENTATION AND GRIEVANCES

A. GENERAL

1. "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 FMC Section 3-604, and City rights as set forth in FMC Section 3-605 (a), are excluded from the scope of representation.
2. The Association is the exclusive representative of all employees within the Unit.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing policy, practice, written City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge, fact-finding procedure, or as outlined below.
2. A written grievance must set forth the rule, regulation, policy or specific section of the MOU claimed to have been violated, **must** describe the specific incident or circumstances of the alleged violation, and specify the remedy sought or it will be returned to the grievant for appropriate completion before being processed. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. The Committee will be bound by the agreement of the parties regarding timeliness.
3. The Association may represent employees covered by this MOU on a grievance under the grievance procedure.
4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.

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

Step One

- a. The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor or designee before a written grievance may be filed.
- (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed, with a copy being sent to the Labor Relations Division, within twenty-one (21) calendar days from the time the employee becomes aware or should have become aware of the issue or incident giving rise to the problem.
- (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.

Step Two

- a. Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may, within nine (9) calendar days, file an appeal to the department head or designee. The department head or designee shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- b. The City, the grievant, and/or the Association may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Grievance Advisory Committee when the issue is one over which the grievant's supervisor or department head has no jurisdiction.

Step Three

- a. If the grievant is not satisfied with the decision of the department head or designee, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the department head's or designee's decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be referred to the Association for review and recommendations before it is delivered to the Labor Relations Division.
- b. The City, the grievant, and/or the Association may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of the grievance are automatically extended as long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City, the grievant, and/or half by the Association.

Step Four

- a. The Grievance Advisory Committee shall be composed of (3) three members: one selected by the Association, one selected by the City and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.
- b. From the date a grievance otherwise meeting all criteria for the filing and processing of a grievance reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.
- c. The neutral and Grievance Advisory Committee shall be bound by the language of the MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The neutral and Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral and Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of

back wages or benefits to a date prior to the date of the incident which gave rise to the grievance.

- d. The Grievance Advisory Committee shall conduct a hearing, and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

Step Five

The City Manager or designee shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.

6. Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
7. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

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

Members may elect the alternative appeal procedure before a hearing officer instead of a hearing before the Civil Service Board, as provided in FMC Section 3-283.

D. IN LIEU OF SUSPENSION

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

ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a service fee. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.
2. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure except that any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section 3-620, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card.
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association for the duration of this MOU. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to

the City, and give the employee an opportunity to respond within thirty (30) days. Certification shall be in the form of a letter from the Association to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If a member in the Unit desires to revoke a dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card.

Dues Deduction Authorization and Revocation cards are available at the Finance Department, Payroll, and the Personnel Services Department.

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated in such authorization.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

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

D. DUES DEDUCTION

1. The deduction check covering all such deductions shall be transmitted to: Fresno City Firefighters Association Local #753, 710 R Street, Fresno, California 93721, or such address as may be provided to the City by the Association.
2. The deduction check shall be made in favor of:

Fresno City Firefighters Association Local #753.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU.

B. SALARIES

[§§ deleted]

1. **Effective January 1, 2011, salaries shall be increased by two percent (2%).**
2. **Effective January 1, 2012, salaries shall be increased by two percent (2%).**
3. The City will contribute \$36.00 per employee per pay period to the City's Deferred Compensation plan. In order for employees to receive this benefit the employee must personally enroll in the Deferred Compensation plan **by contacting the deferred compensation administrator (Fidelity) and the Fire Department's payroll clerk and authorizing a contribution of at least thirty-six dollars (\$36.00) per pay period.** This benefit is not pensionable, and payment will be prospective from the point of enrollment.

C. PENSION CONTRIBUTION

The following applies to an employee's pension contribution:

1. **Pension Contribution: Effective June 30, 2012, the City will pay two percent (2%) toward an employee's share of his/her pension contribution upon the following terms and conditions:**
 - a. **The parties agree to execute a Side Letter of Agreement no later than June 30, 2012, with language that sets forth a process for establishing minimum daily staffing limits and maximum daily absences which shall include unscheduled holidays and vacation.**

Should the above terms and conditions be satisfied the City's payment of two percent (2%) of the employee's pension contribution

shall be permanent until the employee enters the Deferred Retirement Option Program (“DROP”), retires or separates from City service. This contribution towards the member’s pension obligation shall be included as compensation for purposes of pension calculations.

2. **Applicability to DROP Members:** Subject to the terms and conditions as set for above in Section C. 1., effective June 30, 2012, in lieu of the two percent (2%) pension contribution payment by the City, the City will make a supplemental payment as salary to an employee who has entered DROP. The supplemental payment will be calculated by multiplying two percent (2%) times the employee’s base rate of pay as reflected in Exhibit I, Table I. This supplemental payment shall be included in the employee’s biweekly paycheck and shall not be considered part of the employee’s base pay.
3. **Applicability to Retirees:** Adjustments to the monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302 by utilizing the City’s two percent (2%) pension contribution, as set forth in Section C. 1. of this Article, as compensation.

D. 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 dollar amount to be contributed to the Trust on behalf of the employees represented by the Association.

The City’s contribution will be eighty percent (80%) of the premium established by the Fresno City Employees Health and Welfare Trust Board. Employees may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.

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

E. UNIFORM ALLOWANCE

Employees shall receive one thousand one hundred dollars (\$1,100) per year as a uniform purchase and maintenance allowance, and paid in semi-annual installments on the last pay period in December and June. Employees shall be responsible for purchase of safety shoes and turn out boots in accordance with the Department's policies.

F. OVERTIME/**SHIFT REPLACEMENT**, COMPENSATORY TIME OFF AND PREMIUM PAY

1. Overtime/Shift Replacement:

- a. Overtime/Shift Replacement hiring is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties. * * * Voluntary/non-voluntary overtime/shift replacement shall be processed on a rank-for-rank basis. If insufficient personnel are available, the overtime/shift replacement will be ordered to the next lower rank.
- b. Payment of overtime/shift replacement worked shall be at the rate of time and one-half.
- c. Employees will be compensated for training and travel time pursuant to the provisions of the Fair Labor Standards Act and City Administrative Orders.
- d. Employees on vacation or holiday time may be permitted to work available overtime/shift replacement by notifying the department of their desire to work.
- e. Upon return to the fire station by a crew which has been held over past its normal relief time (i.e., 0800 hours), crew members shall perform those duties necessary to be performed prior to being relieved from duty, as determined by the company commander. The time required for performance of such duties shall be compensated at the applicable overtime/shift replacement rate. The department may promulgate such rules and regulations as may be necessary to provide guidelines for activities required to be performed prior to relief.
- f. Off-duty employees reporting to work to fill a roster position outside of their regularly scheduled work shift shall be paid a

minimum of two hours at the overtime/**shift replacement** rate of pay.

On-duty employees who have previously agreed to work overtime, which commences at 0800 hours on the shift immediately following the shift that they are working, shall not be eligible for the two-hour minimum. In the event that the overtime/**shift replacement** period is cancelled or curtailed, the employees shall be paid only for the actual time worked.

* * *

g. Overtime/Shift Replacement Hours-Conversion Rate Factor – An employee regularly assigned to a fifty-six (56) hour workweek schedule who works overtime/**shift replacement** on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a forty (40) hour workweek schedule shall be compensated at the overtime/**shift replacement** rate of time and one-half (1.5) times a 1.4 conversion rate factor for each overtime/**shift replacement** hour worked in the forty (40) hour position. In all other instances of overtime worked, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/**shift replacement** compensation at the 1.4 conversion rate factor.

(1) In addition to the paragraph above, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/**shift replacement** compensation based on conversion to a forty (40) hour workweek pay rate for assigned work which is a regular part of suppression line job functions that are not otherwise regularly assigned to forty (40) hour workweek schedule employees (e.g., including but not limited to, promotional interview boards, suppression line training, emergency medical technician training, light duty, and special projects or committees).

(2) An employee regularly assigned to a forty (40) hour workweek schedule who works overtime on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a fifty-six (56) hour workweek schedule, or assigned to a Strike or OES Team, shall be compensated at the overtime/**shift replacement** rate of time and one-half (1.5) divided by a 1.4 conversion rate factor for each overtime/**shift replacement** hour worked in the fifty-six (56) hour position. In all other instances of overtime/**shift replacement** worked, an employee regularly assigned to a forty (40) hour workweek schedule shall not be

eligible for overtime/**shift replacement** compensation at the 1.4 conversion rate factor.

2. Compensatory Time-Off (CTO):

- a. Employees on a fifty-six (56) hour work week may, when working a full 24-hour shift of * * * overtime/**shift replacement** elect to accrue 36 hours ($24 \times 1.5 = 36$) of CTO. Employees may only accrue a maximum of 108 hours in any given fiscal year. In the last pay period of each fiscal year, any unused CTO * * * **may** be carried over to the next fiscal year. This CTO carry over will then be applied towards the 108-hour maximum accrual.
- b. Approval of requests for CTO should be secured not less than ten (10) hours in advance of the requested absence. However, in the event of an emergency the ten (10) hour notice may be waived with the approval of the Fire Chief or designee. Employees may not replace themselves when using CTO.
- c. Employees assigned to a forty (40) hour work week may elect to accrue CTO at the time and one-half rate in lieu of cash payment for overtime worked, to a maximum balance of one hundred eight (108) hours. Use of available CTO by forty (40) hour employees shall be requested and approved * * * **by the employee's supervisor**. In the last pay period of each fiscal year, any unused CTO * * * **may** be cashed out by the department at the base/straight time rate of pay.
- d. The Association President, Vice-President, and/or Secretary-Treasurer may use CTO, vacation or holiday, for Association business.
 - (1) The specified Association officers shall have the option of drawing the final two annual vacation periods of the fiscal year, or of drawing vacation periods according to the guidelines for all employees.
 - (2) All vacation and/or holiday leave that is taken for Association business will be deducted from the association officers scheduled leave period(s). The assigned period from which the time will be deducted will be at the discretion of the Association officer, subject to subsection (3) below.
 - (3) In the event the time previously taken is not specified one month prior to the Association officers' next scheduled

vacation period, the time previously taken will be deducted from that vacation period.

- (4) Only time earned in the previous year may be taken for Association business in the following year.
- e. Firefighters may conduct outside employment when on CTO status.
- f. Upon receipt of a written request, employees shall obtain cash payment of CTO accrued within the fiscal year it was earned at the base/straight time rate in effect at the time of request. Payment will be included with the firefighter's regular paycheck for the pay period following that in which the written request was received by the department. All CTO cash payment requests must be received prior to the last pay period of any given fiscal year. Accrued CTO carried over from one fiscal year to the next shall not be cashed out, but must be taken as CTO.

3. Specialty Team Premium Pay:

There shall not be any stacking of Specialty Team premium pay or staff position assignment premium pays except for Team Coordinator pay as outlined below. Employees who qualify to receive more than one of these types shall receive only the largest of these premium pay amounts.

The selection of assignment to a Specialty Team shall be accomplished by solicitation of interested personnel. The rank/ranks of personnel shall be determined by the staffing needs of the Specialty Team. Personnel that express an interest shall be evaluated during a selection process and appointed to the Specialty Team based on the results of that process.

When applicable, personnel selected for a Specialty Team shall attend applicable specialized training recognized and approved by the Fire Chief or designee at a site designated by the City. The cost of this training shall be at the City's expense. Employees will be required to complete required training in order to be eligible for premium pay.

a. Hazardous Material Response Team (HMRT) Premium Pay

- (1) Personnel must be certified as a Hazardous Materials Technician or Specialist and must choose to be assigned to the designated Hazardous Materials station(s) for a minimum period of two years from the date of such appointment. In order to continue to remain eligible for HMRT premium pay, team members must attend any combination of 36 hours of approved continuing education

classes or HMRT meetings in a rolling year and the successful completion of a Hazardous Materials physical provided by the City. The City agrees to provide a minimum 56 hours of training or HMRT meetings during that rolling year.

- (2) Fire Department Administration reserves the right to deny and/or terminate existing HMRT status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.
- (3) The Fire Department Administration will endeavor to maintain a minimum HMRT staffing level of 9 Fire Captains, 12 Firefighter Specialists and 6 Firefighters. Fire Administration shall attempt to maintain a minimum daily HMRT staffing level of five (5) persons that are certified to the level of Hazardous Materials Technician or Specialist which will be assigned to the designated Hazardous Materials station(s).
- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for HMRT who are performing the duties required of the assigned team and, who have completed required training, possess a valid certification, and are members of the HMRT, shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

[§ deleted]

b. Staff Position Assignments

Employees who accept administrative staff assignments, as defined by the Chief or designee, shall receive ten percent (10%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable.

c. Urban Search and Rescue Team (US&R) Premium Pay

- (1) **Personnel must be qualified as an Urban Search and Rescue (US&R) Technician and must choose to be assigned to the designated US&R station(s) for a minimum period of two (2) years from the date of such**

appointment. In order to continue to remain eligible for US&R premium pay, team members must meet department standards for qualification. The City agrees to provide a minimum of seventy-two (72) hours of on duty time for US&R training during that rolling year.

- (2) Fire Department administration reserves the right to deny and/or terminate existing US&R status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.
- (3) The Fire Department administration shall attempt to maintain a minimum daily US&R staffing level of five (5) persons that are qualified US&R technicians assigned to the designated US&R station(s) and a total of six (6) qualified US&R technicians on duty.
- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for USAR assignment who are performing the duties **required** of the assigned team **and who have completed required training, possess a valid certification, and are members of the US&R**, shall receive a three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

d. Aircraft Rescue and Firefighting (ARFF) Team Premium Pay

All personnel assigned to a specifically designated station on a permanent and/or day-to-day basis for ARFF assignment and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

e. Fire Investigation Team Premium Pay

All personnel, except for the Fire Investigation Unit Supervisor, assigned to the Fire Investigation Team on a permanent and/or day-to-day basis and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

f. Geographic Information Systems (GIS), Communications Team Premium Pay

Any other specialty team designated by the Chief assigned to a specifically designated Station (or assigned by the Chief) on a permanent and/or day-by-day basis, including Geographic Information Systems (GIS) and Communications Team shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

g. Team Coordinator Premium Pay

Employees assigned by the Chief as Team Coordinators on a permanent or day-by-day basis shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable, and is stackable with other premium pays.

4. Education Incentive Pay (EIP)

a. Associate – Each employee who has been awarded an Associate Degree from an accredited institution of higher learning shall receive seventy-five dollars (\$75) per month, **and effective January 1, 2012, shall receive one hundred dollars (\$100) per month.**

b. Bachelors – Each employee who has been awarded a Bachelors Degree from an accredited institution of higher learning shall receive one hundred twenty-five dollars (\$125) per month, **and effective January 1, 2012, shall receive one hundred-fifty dollars (\$150) per month.**

c. Masters or Doctorate – Each employee who has been awarded a Masters or Doctorate Degree from an accredited institution of higher learning shall receive two hundred dollars (\$200) per month, **and effective January 1, 2012, shall receive two hundred-fifty dollars (\$250) per month.**

d. These EIP premiums are pensionable. The EIP premiums cannot be stacked with each other, but can be stacked with other premium pays.

- e. Honorary degrees or degrees which do not include a prescribed and completed course of study through an accredited institution of higher learning shall not be eligible for premium pay under these provisions. In order to be considered accredited, the accreditation must be received from the recognized list of accreditation associations of higher learning maintained by the U.S. Secretary of Education.
- f. **Employees will receive the corresponding (EIP), prospectively, upon receipt by the Fire Department's payroll clerk and approval of sealed transcripts from the applicable accredited institution.**

5. Certificate Premium Pay

- a. **Operations Certificate Premium Pay - Effective January 1, 2012, employees holding a Hazardous Materials First Responder Operations Certificate from the California Specialized Training Institute; Firefighter I/II Certificates, a Rescue Systems I Certificate, a Confined Space Operations Certificate, and Driver Operator IA/IB Certificates from the California State Fire Marshal's Office shall receive fifty dollars (\$50) per month. (All of the above certificates are required in order to receive the fifty dollar (\$50) premium pay.)**
- b. **Certificate Premium Pay - Employees holding a Fire Officer Certificate from the Commission on Professional Credentialing or California State Fire Marshal's Office, and/or a Fire Instructor I Certificate, Training Instructor Certificate, and/or a Fire Investigator I Certificate from the California State Fire Marshal's Office shall receive \$75 per month, and effective January 1, 2012, shall receive one hundred dollars (\$100) per month.**
- c. **Special Certificate Premium Pay – Employees holding a * * * Fire Instructor III Certificate, Training Officer Certificate, * * * a Fire Investigator II Certificate and/or Fire-Arson Investigator Certificate from the California State Fire Marshal's Office shall receive \$150 per month, and effective January 1, 2012, shall receive one hundred seventy-five dollars (\$175) per month.**
- d. **Chief Officer/Executive Fire Officer Certificate - Employees who have satisfactorily attained a Chief Officer Certificate through the Commission on Professional Credentialing, or the California State Fire Marshal's Office or the National Fire Academy shall receive one hundred-fifty (\$150.00) per month. Effective January 1, 2012, employees who have satisfactorily attained a Chief Officer Certificate through the Commission on**

Professional Credentialing or the California State Fire Marshal's Office or an Executive Fire Officer Certificate through the National Fire Academy shall receive two hundred twenty-five dollars (\$225) per month.

Certificate premium pays in this section are pensionable. The Certificate premium pays are not stackable with each other, but are stackable with other premium pays.

6. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier of the City Fire and Police Retirement System.

- a. Bilingual certification examinations will be conducted once a year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.
 - (1) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (2) Bilingual examination application deadlines are not appealable or grievable.
- b. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish, and Vietnamese languages.
- c. The bilingual premium pay rate for certified permanent employees is one hundred dollars (\$100) per month, regardless of how many languages for which an employee is certified.
 - (1) Certified employees may interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
 - (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate

disciplinary action. Certified employees may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.

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

7. Acting

Due to the Fire Department's staffing requirements, **effective immediately following approval of this MOU by the City**, the department shall compensate personnel for acting **four (4) hours or more** * * * in vacant positions in Suppression and Emergency Response units beginning with the first shift. Vacant positions are those as defined in the FMC. It is understood that the department does not intend to maintain vacant positions within such units however, vacant positions do occur in the above-mentioned units for varying periods of time due to absences of promotional lists and administrative delays in making appointments.

The Fire Department shall also compensate personnel for acting **four (4) hours or more** * * * in non-vacant positions beginning with the first shift. It is understood these positions are being filled for absences due to illness, injury, special assignment, vacation, holiday, CTO, etc.

Compensation for acting to perform the duties of an absent employee, provisionally filling a vacant permanent position, an interim appointment or an appointment to a limited position shall be in accordance with the Fresno Municipal Code.

G. SICK LEAVE BENEFIT AT THE TIME OF ELECTION TO ENTER THE DEFERRED RETIREMENT OPTION PROGRAM (DROP) OR AT RETIREMENT

Effective September 25, 2007, a member of this Unit who enters Deferred Retirement Option Plan (DROP) shall have an amount equal to 50% of the number of the employee's remaining unused sick leave balance credited toward the computation of retirement benefits based on a fifty-six (56) hour workweek as if it were a one-time payment on the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.

Upon approval of this MOU by the Council, all employees of this unit who are participating in the DROP shall be credited the difference between the sick leave

benefit credited upon entering the DROP and the sick leave benefit formula above applying the Alternative Definition of Average Compensation (Final Three Year Average Methodology) in FMC Section 3-302. These employees will also be required to make a corresponding pension contribution for the difference in the sick leave benefit increase.

H. LEAVES

1. Holiday Leave

- a. Employees shall accrue, at the fifty-six (56) hour rate, thirteen (13) hours per month (this is equal to six and one-half (6.5) twenty-four (24) hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.
- b. Employees on a 56-hour week wishing to use holiday leave may do so in 4-hour to 24-hour increments **in accordance with Administrative Manual 101.2 Constant Staffing Policy** and shall provide a replacement of like rank to work the duration of their absence. The replacement shall be paid at the existing overtime rate and shall not be allowed to credit this time to CTO. It shall be the replacement's responsibility to work the agreed upon time period.
- c. **Effective immediately upon approval of this MOU by the City, all members agree to freeze holiday leave cash out through June 30, 2012.**
- ~~d. Employees assigned to a 56-hour work week may request payment for up to 2.5 shifts of holiday leave balance annually. The payment will be at the straight time rate.~~
- d. If there are excess on-duty personnel, then holiday reliefs, at the department's option, may be relieved from their obligation to work. Relief of personnel under this subsection is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.
- e. On or before May 1 of each year, * * * **administration** will issue a special notice listing all employees who have remaining holiday leave, which is to be taken prior to July 1st of that year.
- f. If holiday balances are not used within the appropriate fiscal year, the department may schedule the remaining balance at its own convenience. Holiday hours in excess of one hundred fifty six (156)

hours may be paid off by the department at straight time at the applicable rate.

- h. Employees **working a shift replacement while off on unscheduled holiday**, may not apply the shift replacement hours to CTO. * * *
- i. **Effective immediately upon approval of this MOU by the City, each member agrees to relinquish twenty-four (24) hours of holiday leave.**

[§ § deleted]

2. Vacation Leave

- a. Annual vacation leave for employees in this Unit will be:

Years of Continuous Employment	Accrual Rate (shifts)	Accrual Rate (1 year)	Accrual Rate (2 year maximum)
Less than 10	6	144	288
More than 10 but less than 20	7.5 (*Effective 7/1/11 increase to 8 shifts)	180 *192	360 *384
More than 20 but less than 30	10	240	480
More than 30	12	288	576

- b. Employees shall be allowed to draw vacation and holiday periods separately, by rank, by departmental seniority, subject to the provisions of the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy. This policy may be modified by mutual agreement of the parties.
- c. Employees with less than twenty (20) years shall not exceed accrual of three hundred sixty (360) hours of vacation. Employees who have been continuously employed for twenty (20) years but less than thirty (30) years shall not exceed accrual of four hundred eighty (480) hours of vacation. Employees who have been continuously employed for thirty (30) years shall not exceed five hundred seventy six (576) hours of vacation.

- d. An employee must have a sufficient balance of vacation leave to allow for split vacation periods. Vacation draw periods may be split if an employee has accrued a minimum of 7.5 vacation shifts, **and effective July 1, 2011, a minimum of 8 vacation shifts.**

[§ deleted]

3. Sick Leave

- a. Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2 Constant Staffing Policy shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, Departmental policies and Administrative Manual 101.2 Constant Staffing Policy shall apply. The attendance/health incentive component detailed below also applies.

At service retirement employees working 40 hour work weeks who have used one hundred twelve (112) hours or less of sick leave and employees working 56 hour work weeks who have used one hundred sixty-eight (168) hours or less of sick leave (excluding hours used for Workers' Compensation benefits and/or protected leaves such as Family & Medical Leave and Family Sick Leave, and/or Bereavement Leave) in the 24 months preceding their date of retirement will be credited for all unused sick leave in excess of 240 hours multiplied by **forty percent (40%)** of the employee's then current base rate of pay **and effective immediately upon approval of this MOU by the City will be credited for all unused sick leave hours** multiplied by **fifty percent (50%)** of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth below.

- b. Family Sick Leave

Employees assigned to a forty (40) hour work schedule shall be allowed up to seventy-two (72) hours of accrued sick leave per fiscal year for Family Sick Leave. Employees assigned to a fifty-six (56) hour work schedule shall be allowed up to seventy-two (72) hours of accrued sick leave per fiscal year for Family Sick Leave. Family Sick Leave shall be used only for those purposes defined in

the California Labor Code. Use of Family Sick Leave shall be authorized and recorded by the Fire Chief or designee.

4. Compensation for Unused Leave

Employees eligible to receive payment for any unused leave balances (i.e., holiday, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a fifty-six (56) hour (24-hour shift) basis.

I. HEALTH REIMBURSEMENT ARRANGEMENT

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding an HRA. 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 disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the HRA. Such "value" shall be determined as follows:

- The number of accumulated sick leave hours in excess of 240 hours at the time of retirement, multiplied by forty percent (40%) of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section H. Subsection 3.
- **Effective immediately upon approval of this MOU by the City, the total number of all accumulated sick leave hours * * * at the time of retirement, multiplied by * * * fifty percent (50%)** of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section H. Subsection 3.
- For the purpose of this benefit, the hourly base rate of pay for 56 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,912 hours.
- For the purpose of this benefit, the hourly base rate of pay for 40 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in this MOU, multiplied by twelve (12) months then divided by 2,080 hours.

The HRA accounts shall be book accounts only – no actual trust account shall be established for any employee. Each HRA book account shall be credited on a monthly basis with a rate of earnings equal to the yield on the City's Investment Portfolio (provided that such yield is positive) but not to be below zero.

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

J. JURY DUTY AND COURT TIME

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such reporting is impractical or would cause the employee to be late for jury duty. If the employee is required to report for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Time - The payment of Court time shall be in accordance with FMC Section 3-109.

K. RELIEF

Employees assigned to an apparatus shall be relieved from duty when;

1. The shift ends at 0800 hours or,
2. All employees of the oncoming shift assigned to that apparatus at shift change have signed on duty or,
3. An individual employee has been specifically relieved.

L. ABSENT WITH RELIEF (AWR)

1. In accordance with Section 7 (P)(3) of the Fair Labor Standards Act as discussed in 29 CFR 553.31, and with the approval of the Fire Chief or his designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for

such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten-hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of his/her salary equal to the salary which will accrue to the requesting employee during his/her absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during his/her absence. Approved AWR's shall not be revoked by the City.

2. No employee shall take an AWR for the purpose of other employment, self-employment included.
3. **Employees working AWR at a specialty station shall not be entitled to premium pay unless the Department requires the employee to work at that station for specialty staffing purposes.**
4. AWR's are governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.

M. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive **100 percent (100%)** of the employee's full wages or salary.
 - a. Compensation for a work related injury or illness shall begin following the first three (3) days, or second twenty-four (24) hour shift, after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of a work related injury or illness only if:
 - (1) The employee is hospitalized as an inpatient for at least twenty-four (24) hours; or,

- (2) The employee is absent from work fourteen (14) days or more; or,
 - (3) The employee is placed on light duty at any time during the first three (3) days, or second twenty-four (24) hour shift.
2. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count toward the three (3) day exclusion period; however, this time shall be recorded as work related injury/illness absence.
3. At the employee's option, in the event work related injury/illness pay from the City is not provided during the first three (3) days of absence, or by the second twenty-four (24) hour shift, due to the work related injury or illness, the employee may take sick leave, vacation, holiday, or compensatory time off (CTO) for that period.
4. If the employee opts to use sick leave, vacation, holiday, or CTO for the first three (3) days, or by the second twenty-four (24) hour shift, 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.
5. If the employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, holiday, or CTO shall be restored within thirty (30) calendar days of such determination, provided the employee has submitted all necessary documents relevant to the Workers' Compensation claim and the employee placed on work related injury/illness leave as provided herein.
6. If an employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, holiday, or CTO shall not be restored and the absence will be considered as outlined in Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy.
7. Retirement benefits shall not be reduced as a result of compensation paid at the **100 percent (100%)** rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
8. Taxes shall not be withheld on compensation at the **100 percent (100%)** rate which is paid due to an injury or illness sustained in the course and

scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the provisions of subsection 1. above regarding salary shall be of no force and effect.

9. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

N. STARTING STEPS WHEN PROMOTED

Effective immediately upon approval of this MOU by the City, Firefighters and Firefighter Specialist promoted to the class of Fire Captain shall be appointed to the * * * salary range step assuring a five percent (5%) pay increase. Firefighters promoted to the class of Firefighter Specialist shall be appointed * * * to the salary range step assuring a five percent (5%) pay increase. This modification, however, excludes those employees named on the Captain's List certified by the Department of Personnel Services on April 23, 2009, for the duration of the list. The employees promoted from this list will be appointed to the E step of the salary range.

O. TRANSFERS

The Fire Department administration shall maintain policies and procedures that regulate transfer processes. Transfer policies and procedures are governed by Fresno Fire Department Administrative Manual 101.3 Transfer, and may be modified by mutual agreement between the Association and the Fire Chief. When all other considerations are equal, seniority shall be the major factor in making transfers; however, the needs of the service shall be paramount in determining the employee to be transferred from one shift to another or from one station to another, as determined by the Fire Chief or designee.

P. TEMPORARY REASSIGNMENTS

A temporary reassignment is defined as the reassignment of an employee, typically for a 24-hour period, in order for the department to meet daily staffing requirements. Although temporary reassignments may extend past the typical 24-hour period, in no case is a temporary reassignment intended to become a permanent transfer. Whenever possible, seniority should be considered.

Q. THREE PERSONS FOR 2 HOURS

If staffing on an engine or truck company falls below three (3) for more than two (2) hours, the unit will be placed out of service and employees will be reassigned to other equipment or stations.

R. FIRE SUPPRESSION SERVICE DELIVERY

1. The City intends for the members of this Unit to be the providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Reduction in staffing levels shall be accomplished by attrition. **If the terms and conditions set forth in Article VII, Section C. Pension Contribution are satisfied and the City is obligated to pay members of this Unit two percent (2%) toward the employee's share of his/her pension contribution, the above provision regarding reduction in staffing levels by attrition shall expire on June 30, 2012.**

2. Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

S. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act handbook.

T. HOURS OF WORK AND SCHEDULES

1. The workweek for the City for 5/8 and 4/10 schedules begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8 and or 4/10 with that of a twenty-four (24) hour schedule, or vice versa, utilizes a conversion factor of 1.5.
2. Each 9/80 work schedule will consist of eight 9-hour shifts, one 8-hour shift and one day off per 14-day period broken down into two 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week which begins four hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift. The work week shall end exactly 168 hours later. Scheduling of days off is determined by management, but must be on a Monday or Friday.

3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.
 - a. Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8 or 4/10 workweek schedule, or combination thereof, or a 9/80 workweek schedule. (Light duty is not considered temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.
 - b. The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off will be consecutive. Scheduling of days off is determined by management.
 - c. For a 5/8 workweek schedule, hours worked in excess of eight hours for a regular work day, or for all hours worked on a first day off, are compensated at one and one-half times the base/straight time rate of pay, and at two times the base/straight time rate of pay for the second day off. For a 4/10 workweek schedule, hours worked in excess of ten hours for a regular work day, or for all hours worked on either both of the first two days off are compensated at one and one-half times the base/straight time rate of pay, and at two times the bases/straight time rate of pay for the third day off.

For a 9/80 work week schedule, hours worked in excess of 9 hours for a regular workday scheduled for 9 hours or in excess of 8 hours on a regular calendar workday scheduled for 8 hours will be compensated at one and one-half time the regular rate of pay. For scheduled days off, work on two consecutive regular days off will be paid in accordance with 5/8 workweek schedules above, while work on the three consecutive regular days off will be paid in accordance with 4/10 workweek schedules above.

- d. An employee working on 5/8, 9/80 or 4/10 schedule who is required to and does work on a holiday which is a regularly scheduled workday, will receive the employee's base/straight time rate of pay.
- e. Leave requests to take a holiday off are required for all hours requested that day. Leave requests for all time off are processed utilizing a conversion factor of 1.5.

Personnel assigned to a 40 hour schedule may take holiday leave in any increment of time.

- f. **Personnel assigned to a 40 hour schedule may work a holiday by requesting and receiving prior approval from their immediate supervisor.**

[§ deleted]

ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. Headings:

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

B. References/Citations:

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or City ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters) in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX

SAVING CLAUSE/FULL UNDERSTANDING

A. Saving Clause:

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

B. Full Understanding:

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or agreements by the parties regarding all 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 specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. 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.

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Milias-Brown Act, Government Code Section 3500, *et.seq.*

ARTICLE X

TERMINATION

This MOU shall be in full force and effect from **July 1, 2009**, through June 30, **2012**, subject to the Sections A., B. and C. below.

- A. This MOU shall be effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through the 30th day of June, **2012**.
- 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 such modification 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 such 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 specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of January, 2010.

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:**

Original Signed
PEDRO FLORES
Firefighter Specialist

Original Signed
CHARLES LEACH
Fire Captain

Original Signed
KIRK WANLESS
Fire Captain

Original Signed
JAMES SCOGGINS
Firefighter

FOR THE CITY OF FRESNO:

Original Signed
KENNETH PHILLIPS
Labor Relations Manager

Original Signed
RANDY BRUEGMAN
Fire Chief

Original Signed
JOEL ARANAZ
Fire Deputy Chief

Original Signed
LORI NAJERA
Sr. Human Resources Analyst

Original Signed
JEFF BEATTY
Management Analyst III

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____
Deputy City Attorney

EXHIBIT I
Non-Management Fire - Unit 5

Table I Non Management Fire Unit 5 Current Salaries - Effective July 1, 2008						
STEP	A	B	C	D	E	F
Firefighter Trainee*	15.97 per hour					
Firefighter Trainee**	4254					
Firefighter	4726	4963	5212	5473	5747	6035
Firefighter Specialist	5293	5558	5836	6128	6435	6757
Fire Captain	5909	6205	6516	6842	7185	7545
Fire Investigation Unit Supervisor	5909	6205	6516	6842	7185	7545

Table II Non Management Fire Unit 5 Salaries - Effective January 1, 2011 (2% salary increase)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.29 per hour					
Firefighter Trainee**	4339					
Firefighter	4821	5062	5316	5582	5862	6156
Firefighter Specialist	5399	5669	5953	6251	6564	6892
Fire Captain	6027	6329	6646	6979	7329	7696
Fire Investigation Unit Supervisor	6027	6329	6646	6979	7329	7696

Table III Non Management Fire Unit 5 Salaries - Effective January 1, 2012 (2% salary increase)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.62 per hour					
Firefighter Trainee**	4426					
Firefighter	4917	5163	5422	5694	5979	6279
Firefighter Specialist	5507	5782	6072	6376	6695	7030
Fire Captain	6148	6456	6779	7119	7476	7850
Fire Investigation Unit Supervisor	6148	6456	6779	7119	7476	7850

* upon graduation of the Academy until appointed to rank of Firefighter
 ** while attending the City of Fresno Fire Department Academy

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF FRESNO
AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
FIRE BASIC, LOCAL 753 (IAFF) (Unit 05)**

**Daily Subsistence Pay While Fire Station Kitchen Is Unusable
During Fire Station Renovations**

The City of Fresno and the International Association of Firefighters (IAFF), Fire Basic (Unit 5), have met and conferred in good faith, and agree this side letter sets forth the full and entire understanding of the parties regarding the payment of daily subsistence while fire station kitchens are unusable due to station renovation projects. This agreement is not intended to change or delete any term or condition provided by the IAFF Local 753 Memorandum of Understanding (Unit 5). This agreement is only meant to provide reimbursement to members who are unable to use fire station kitchens due to fire station renovations. Except as expressly provided herein, in the event of an inconsistency between the terms and conditions of this agreement and the Memorandum of Understanding, the terms and conditions of the Memorandum of Understanding shall prevail.

Fire Department members provide themselves with two meals each shift (lunch and dinner) through the use of a City provided kitchen. The per day cost is nine dollars (\$9) which is paid in full by the members themselves.

The City recognizes that a change in conditions occurs as a fire station kitchen is out of service during a station renovation project. In order to reduce the impact to employees and endeavor to keep emergency response times to a minimum, the following procedures shall be put in place:

The City shall provide up to a twenty three dollar (\$23) **daily subsistence rate for** lunch and dinner for each member assigned and working at the fire station **while the kitchen is** under renovation **and** unusable. This amount is intended to cover the cost of meals in excess of the nine dollars (\$9) per day which each employee currently pays.

Daily meals that cost less than or equal to the subsidy (\$23) will be reimbursed up to the cost of the meals. If meal costs exceed the subsidy, employees will be responsible for paying the excess costs.

Fire Administration shall be apprised of the fire station's account balance on the date the kitchen is no longer in service. **Each pay period** the City shall deposit **into the fire station's account** the daily subsistence amount (\$23) times the number of members assigned to the station.

Affected **members** shall submit to **the City/Fire Administration** all food receipts received during the pay period.

The City/Fire Administration shall deposit **into the fire station's account, for the next pay period**, an amount which appropriately reimburses expenses up to \$23 per day, but not more than the subsidy.

Once a fire station kitchen is again in service, the fire station account will be reviewed and any excess funds will be returned to the **City/Fire Administration**.

This agreement shall be effective July 1, 2008 and shall expire on June 30, 2010.

**FOR THE CITY OF FRESNO,
FIRE DEPARTMENT**

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 753**

Original Signed
RANDY R. BRUEGMAN
Fire Chief

Original Signed
GERALD W. SMITH
President

FOR THE CITY OF FRESNO

Original Signed
KENNETH G. PHILLIPS
Labor Relations Manager

Date July 8, 2008

**APPROVED AS TO FORM
CITY ATTORNEYS OFFICE**

BY: _____
Deputy City Attorney

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF FRESNO
AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
FIRE BASIC, LOCAL 753 (IAFF) (Unit 05, Unit 10)**

Trial 2/4 Schedule

The City of Fresno and the International Association of Firefighters (IAFF), Fire Basic, have met and conferred in good faith, and agree that this side letter sets forth the full and entire understanding of the parties regarding a trial 2/4 schedule to include two (2) consecutive 24 hour shifts and four (4) shifts off. This agreement is not intended to change or delete any term or condition provided by the IAFF Local 753 Memorandum of Understanding (Units 5 & 10). This agreement is only meant to change the schedule of workdays. The annual hours of work shall remain the same, and all benefits and other terms and conditions will remain unchanged. Except as expressly provided herein, in the event of an inconsistency between the terms and conditions of this agreement and the Memorandum of Understanding, the terms and conditions of the Memorandum of Understanding shall prevail.

1. COMMITTEE

- 1.1 A 2/4 Committee representing Fresno City Firefighters Association, IAFF Local No. 753 will be appointed by the President of Fresno City Firefighters Association, IAFF Local 753.
- 1.2 The 2/4 Committee will meet Fire Administration every three months during this trial period to discuss issues that arise.

2. TIME PERIOD AND CONDITIONS

- 2.1 The 2/4 trial period will be three (3) years beginning on Monday, June 30, 2008, A-Shift. The trial period will be renewed, by mutual agreement, each year. The trial period will end on the last C-Shift of June 2011.
- 2.2 The Fire Chief or IAFF Local 753 retains the right to terminate or suspend the trial agreement by giving the other party 60 (sixty) days notice of such change. No such notice shall be given until after offering the other party an opportunity to discuss the termination or suspension of the trial agreement.

3. SCHEDULE

- 3.1 The 2/4 schedule will consist of two 24-hour shifts worked back to back, with four shifts off (e.g., AABBBCCAABBCC).
- 3.2 The parties agree that during the trial period FLSA calculations will be based on a 24-day cycle. It is further agreed that Fire Administration Payroll shall adjust the FLSA period from a 27-day cycle to a 24-day cycle so as not to incur unnecessary overtime costs due to the 2/4 schedule.
- 3.3 Members shall not manipulate the schedule to any shift pattern greater than stated in 3.1 on a regular recurring basis. (i.e. 3/6, 4/8, etc.)

4. TRAINING/T.B. TESTING

- 4.1 The Fire Department Training Division shall modify the training calendar to coincide with the 2/4 schedule starting July 1, 2008.
- 4.2 Members shall receive their annual TB Titer on-duty. The TB screening shall be read off-duty, if needed, at no cost to the Department.

5. RELIEF/SHIFT CHANGES

- 5.1 All transfers and movement of relief personnel will take place in such manner as to avoid having members work greater than 72 consecutive hours.

6. CONTINUATION AND PERMANENCE

- 6.1 The 2/4 Committee and Fire Administration will meet periodically, at the request of either party, to discuss issues or concerns pertaining to the 2/4 schedule. In any event, the 2/4 Committee and Fire Administration shall meet in April 2011 to evaluate and discuss retaining the schedule as permanent. A final report and recommendations will be submitted to the body of Local 753 and a final agreement will be drafted and voted on prior to June 1, 2011. Said final agreement shall reflect any conditions or terms that are necessary for either party to agree to continue the 2/4 schedule.
- 6.2 It is agreed and understood that before the 2/4 schedule can become permanent, an agreement must be reached by and between the City, Fire Administration, and Local 753 to address any problematic areas encountered during the 2/4 trial. The issues that can be addressed in such agreement

include, but are not limited to, issues such as fatigue, completion of assigned training, completion of assigned work, sick leave usage, injuries, response times, vehicle accidents, and disciplinary actions.

- 6.3 Once said agreement is drafted, a station house ballot box vote by Local 753 will be conducted to decide if Local 753 membership will ratify such agreement and retain the 2/4 schedule as a permanent schedule past June 30, 2011.

**FOR THE CITY OF FRESNO,
FIRE DEPARTMENT**

Original Signed
RANDY J. BRUEGMAN
Fire Chief

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 753**

Original Signed
GERALD W. SMITH
President

FOR THE CITY OF FRESNO

Original Signed
KENNETH G. PHILLIPS
Labor Relations Manager

Date June 11, 2008

**APPROVED AS TO FORM
CITY ATTORNEYS OFFICE**

BY: _____
Deputy City Attorney

**AGREEMENT BETWEEN THE
CITY OF FRESNO
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 753
FIRE BASIC, Unit 05**

LEAVE WITHOUT PAY AGREEMENT

The City of Fresno (City) and the International Association of Firefighters (IAFF), Local 753, Basic Unit have met. This Agreement sets forth the full and entire understanding of the parties regarding leave without pay to take place between January 1, 2010 and June 30, 2012.

Leave Without Pay Periods

FY 2010 - Between January 1, 2010 and June 30, 2010, employees in Unit 5 assigned to a 56 hour work week will take eighty-four (84) hours of leave without pay. Employees assigned to a 40 hour work week will take 60 hours of leave without pay.

FY 2011 – Between July 1, 2010 and June 30, 2011, employees in Unit 5 assigned to a 56 hour work week will take ninety-six (96) hours of leave without pay. Employees assigned to a 40 hour work week will take 64 hours of leave without pay.

FY 2012 - Between July 1, 2011 and June 30, 2012, employees in Unit 5 assigned to a 56 hour work week will take ninety-six (96) hours of leave without pay. Employees assigned to a 40 hour work week will take 64 hours of leave without pay.

Impact

In order to mitigate the impact of the leave without pay, employees in Unit 5 will be paid during those pay periods when leave without pay is taken and will have deductions taken from pay for twelve (12) pay periods in FY 2010, and twenty-six (26) pay periods in FY 2011 and FY 2012 to equal the amount of the leave without pay in each fiscal year.

Employees shall continue to accrue retirement benefits and leave accruals to which the employee is entitled as though the employee was not subject to leave without pay. Employees and the City shall continue to make contributions to the retirement system as if the employee was not being subject to leave without pay. Employees shall be entitled to existing Health and Welfare benefits as though the employee was not subject to leave without pay. Employees and the City shall continue to make required Health and Welfare contributions as if the employee was not subject to leave without pay.

If an employee ceases employment with the City prior to June 30, 2012, any amount due on the deductions for the leave without pay will be taken from the employee's final paycheck. If an employee has deductions which exceed the amount of time subject to leave without pay, the excess will be paid to the employee.

Scheduling

Fire Administration shall determine blocks of time to be designated as leave without pay. Employees in Unit 5 shall select or be assigned leave without pay time in a manner determined by Fire Administration and IAFF Local 753, Basic Unit.

This Agreement is governed by the terms and conditions contained herein. This agreement is not intended, nor shall it be construed, to be a waiver of either party of any rights that party may have with respect to the subject matter of the agreement.

**FOR THE CITY OF FRESNO,
FIRE DEPARTMENT**

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 753**

Original Signed
RANDY R. BRUEGMAN
Fire Chief

Original Signed
GERALD W. SMITH
President

FOR THE CITY OF FRESNO

Original Signed
KENNETH G. PHILLIPS
Labor Relations Manager

Date February 10, 2010

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____
Deputy City Attorney

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF FRESNO**

AND

**FRESNO CITY FIREFIGHTERS ASSOCIATION, LOCAL NO. 753
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L.,C.I.O.
(Fire Basic – Unit 5)**

EXTENSION OF MOU AND CHANGES IN OTHER TERMS AND CONDITIONS

The City of Fresno (City) and the Fresno City Fire Firefighters Association, Local 753, International Association of Firefighters, AFL-CIO, (Fire Basic – Unit 5 – IAFF), have met and conferred in good faith and concur that this Side Letter of Agreement modifies provisions of the MOU currently in effect through August 4, 2013. All other provisions of the MOU and existing Side Letters of Agreement remain in full force and effect. This agreement shall become effective upon ratification by members of Fire Management and approval by the City.

The following shall be modified in the Memorandum of Understanding between the City and IAFF/Fire Basic.

ARTICLE IV - RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU at least one (1) week prior to the last regular City Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter. 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 will accept proposals from the Association as early as March 1st of the year the MOU expires * * *.

ARTICLE VII - COMPENSATION AND BENEFITS

A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU.

B. SALARIES

1. Effective January 1, 2011, salaries shall be increased by two percent (2%), as reflected in Table II of this Side Letter Agreement.
2. Effective the beginning of the first pay period after ratification by the Unit and approval by the City, salaries shall be decreased by two and one-half percent (2.5%). (The parties agree that a change in rules for scheduling vacation constitutes another 0.5% savings to the City for a total of 3%. The vacation scheduling plan shall remain in place unless altered by the meet and confer process.)

Salaries used to calculate retirement benefits for employees who retire and separate from City service or enter DROP shall not be decreased by two and one-half percent (2.5%) and will continue to be based on the January 1, 2011, salary levels as reflected in Table II of this Side Letter Agreement. Additionally, employer and employee retirement contributions shall also continue to be based on January 1, 2011 salary levels as reflected in Table II of this Side Letter Agreement.

Pursuant to FMC Section 3-301 and 3-302, adjustments to the monthly retirement allowances for retirees shall not incorporate the two and one-half percent (2.5%) reduction to salary beginning the first pay period after ratification by the Unit and approval by the City.

With the exception of item B. 4., all other salary increases between July 1, 2011 and June 30, 2014, will be included in retirement allowance calculations.

3. Effective January 1, 2012, salaries shall be increased by two percent (2%) as reflected in Table IV of this Side Letter Agreement.
4. Effective August 5, 2013, salaries shall be increased by two and one-half percent (2.5%).

Since retirement and DROP calculations were held harmless as reflected in B. 2., above, salaries used to calculate retirement benefits for employees who retire and separate from City service or enter DROP will not incorporate the two and one-half percent (2.5%) salary increase noted in “4.”

Since cost of living calculations were held harmless as reflected in B. 2., above, adjustments to the monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302, but shall not incorporate the two and one-half percent (2.5%) salary increase noted in “4.”

C. PENSION CONTRIBUTION

The following applies to an employee’s pension contribution:

1. Pension Contribution: Effective June 30, 2012, the City will pay two percent (2%) toward an employee’s share of his/her pension contribution * * * **except as noted in “C. 2.” below.**

[§ deleted]

* * * **The** City’s payment of two percent (2%) of the employee’s pension contribution, **except as noted in “C. 2.” below**, shall be permanent until the employee * * * retires or separates from City service. This contribution towards the member’s pension obligation shall be included as compensation for purposes of pension calculations.

2. Applicability to **Certain** DROP Members: Subject to the terms and conditions as set for above in Section C. 1., effective June 30, 2012, in lieu of the two percent (2%) pension contribution payment by the City, the City will make a supplemental payment as salary to an employee who ~~has~~ entered DROP **prior to April 1, 2011**. The supplemental payment will be calculated by multiplying two percent (2%) times the employee’s base rate of pay as reflected in Exhibit I, Table I. This supplemental payment shall be included in the employee’s biweekly paycheck and shall not be considered part of the employee’s base pay.
3. Applicability to Retirees: Adjustments to the monthly retirement allowances for retirees shall be calculated pursuant to FMC Sections 3-301 and 3-302 by utilizing the City’s two percent (2%) pension contribution, as set forth in Section C. 1. of this Article, as compensation.

H. LEAVES

1. Holiday Leave

- e. On or before May 1 of each year, administration will issue a special notice listing all employees who have remaining holiday leave, which is to be taken prior to July 1st of that year. **This provision will expire upon implementation of new provision “h.” below.**
- f. If holiday balances are not used within the appropriate fiscal year, the department may schedule the remaining balance at its own convenience. Holiday hours in excess of one hundred fifty six (156) hours may be paid off by the department at straight time at the applicable rate. **This provision will expire upon implementation of new provision “h.” below.**
- g. Employees working a shift replacement while off on unscheduled holiday, may not apply the shift replacement hours to CTO.

[§ deleted]

- h. **(New sub-section) Effective August 5, 2013, there shall be a monthly cap of one hundred fifty-six (156) hours of accumulated Holiday Leave. Any Holiday Leave due above this cap will be paid down to the employee automatically.**

R. FIRE SUPPRESSION SERVICE DELIVERY

- 1. The City intends for the members of this Unit to be the providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Reduction in staffing levels shall be accomplished by attrition **for those employees in Unit 5 and any employees in Unit 10 who may be placed in Unit 5 who are employed by the City as of June 30, 2011. Any employee hired on or after July 1, 2011 is subject to layoff provisions of the Fresno Municipal Code, including release from employment. * * ***

ARTICLE X - TERMINATION

This MOU shall be in full force and effect from July 1, 2009, through * * * **August 4, 2013**, subject to the Sections A., B. and C. below.

- A. This MOU shall be effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through * * * **August 4, 2013**.
- 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 such modification 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 such 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 specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

This Side Letter Agreement does not change any other terms and conditions of the current MOU.

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 753:**

Original Signed
GERALD SMITH
President

FOR THE CITY OF FRESNO:

Original Signed
KENNETH PHILLIPS
Labor Relations Manager

Original Signed
JOEL ARANAZ
Fire Chief

DATE: August 11, 2011

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____
Original Signed
Deputy City Attorney

**EXHIBIT 1
UNIT 5 - FIRE NON-MANAGEMENT**

Table I - FY09 Non Management Fire Unit 5 Current Salaries - Effective July 1, 2008						
STEP	A	B	C	D	E	F
Firefighter Trainee*	15.97 per hour					
Firefighter Trainee**	4254					
Firefighter	4726	4963	5212	5473	5747	6035
Firefighter Specialist	5293	5558	5836	6128	6435	6757
Fire Captain	5909	6205	6516	6842	7185	7545
Fire Investigation Unit Supervisor	5909	6205	6516	6842	7185	7545

Table II - FY11 Non Management Fire Unit 5 Salaries - Effective January 1, 2011 (2% salary increase)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.29 per hour					
Firefighter Trainee**	4339					
Firefighter	4821	5062	5316	5582	5862	6156
Firefighter Specialist	5399	5669	5953	6251	6564	6892
Fire Captain	6027	6329	6646	6979	7329	7696
Fire Investigation Unit Supervisor	6027	6329	6646	6979	7329	7696

Table III - FY12 Non Management Fire Unit 5 Salaries - Effective August 8, 2011 (2.5% salary decrease)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.29 per hour 15.88 per hour					
Firefighter Trainee**	4339 4231					
Firefighter	4824 4701	5062 4936	5316 5184	5582 5443	5862 5716	6156 6003
Firefighter Specialist	5399 5265	5669 5528	5953 5805	6254 6095	6564 6400	6892 6720
Fire Captain	6027 5877	6329 6171	6646 6480	6979 6805	7329 7146	7696 7504
Fire Investigation Unit Supervisor	6027 5877	6329 6171	6646 6480	6979 6805	7329 7146	7696 7504

**EXHIBIT 1
UNIT 5 - FIRE NON-MANAGEMENT**

Table IV - FY12 Non Management Fire Unit 5 Salaries - Effective January 1, 2012 (2% increase to salaries in Table III)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.62 per hour ⁺ 15.88 per hour ⁺⁺ 16.20 per hour⁺⁺⁺					
Firefighter Trainee**	4426 ⁺ 4231 ⁺⁺ 4316⁺⁺⁺					
Firefighter	4917 ⁺ 4701 ⁺⁺ 4796⁺⁺⁺	5163 ⁺ 4936 ⁺⁺ 5035⁺⁺⁺	5422 ⁺ 5184 ⁺⁺ 5288⁺⁺⁺	5694 ⁺ 5443 ⁺⁺ 5552⁺⁺⁺	5979 ⁺ 5716 ⁺⁺ 5831⁺⁺⁺	6279 ⁺ 6003 ⁺⁺ 6124⁺⁺⁺
Firefighter Specialist	5507 ⁺ 5265 ⁺⁺ 5371⁺⁺⁺	5782 ⁺ 5528 ⁺⁺ 5639⁺⁺⁺	6072 ⁺ 5805 ⁺⁺ 5922⁺⁺⁺	6376 ⁺ 6095 ⁺⁺ 6217⁺⁺⁺	6695 ⁺ 6400 ⁺⁺ 6528⁺⁺⁺	7030 ⁺ 6720 ⁺⁺ 6855⁺⁺⁺
Fire Captain	6148 ⁺ 5877 ⁺⁺ 5995⁺⁺⁺	6456 ⁺ 6171 ⁺⁺ 6295⁺⁺⁺	6779 ⁺ 6480 ⁺⁺ 6610⁺⁺⁺	7119 ⁺ 6805 ⁺⁺ 6942⁺⁺⁺	7476 ⁺ 7146 ⁺⁺ 7289⁺⁺⁺	7850 ⁺ 7504 ⁺⁺ 7655⁺⁺⁺
Fire Investigation Unit Supervisor	6148 ⁺ 5877 ⁺⁺ 5995⁺⁺⁺	6456 ⁺ 6171 ⁺⁺ 6295⁺⁺⁺	6779 ⁺ 6480 ⁺⁺ 6610⁺⁺⁺	7119 ⁺ 6805 ⁺⁺ 6942⁺⁺⁺	7476 ⁺ 7146 ⁺⁺ 7289⁺⁺⁺	7850 ⁺ 7504 ⁺⁺ 7655⁺⁺⁺

Table V - FY14 Non Management Fire Unit 5 Salaries - Effective August 5, 2013 (2.5% increase)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.61 per hour					
Firefighter Trainee**	4424					
Firefighter	4916	5161	5421	5691	5977	6278
Firefighter Specialist	5506	5780	6071	6373	6692	7027
Fire Captain	6145	6453	6776	7116	7472	7847
Fire Investigation Unit Supervisor	6145	6453	6776	7116	7472	7847

* upon graduation of the Academy until appointed to rank of Firefighter

** while attending the City of Fresno Fire Department Academy

+ Salary rate from original MOU (Rate previously based on 2% increase that was to occur on 1/1/12 prior to current agreement of a 2.5% decrease scheduled for 8/8/11 - Table III)

++ Salary rate with 2.5% decrease occurring on 8/8/11 from salaries effective on 1/1/11.

+++ Salary rate with 2.0% increase occurring on 1/1/12 after 2.5% decrease on 8/8/11.

**AGREEMENT BETWEEN THE
CITY OF FRESNO
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 753
FIRE BASIC, Unit 5**

LEAVE WITHOUT PAY AGREEMENT – FY 13

The City of Fresno (City) and the International Association of Firefighters (IAFF), Local 753, Basic Unit have met and reached resolution on the subject below. This Agreement sets forth the full and entire understanding of the parties regarding leave without pay/furlough in Fiscal Year 2013, July 1, 2012 through June 30, 2013.

The City and the IAFF, Local 753 Basic Unit agree that there will be no unit-wide leave without pay agreement or furlough for employees in Unit 5 in FY 13.

**FOR THE CITY OF FRESNO,
FIRE DEPARTMENT**

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 753**

Original Signed
JOEL ARANAZ
Fire Chief

Original Signed
GERALD W. SMITH
President

FOR THE CITY OF FRESNO

Original Signed
KENNETH G. PHILLIPS
Labor Relations Manager

Date August 11, 2011

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____
Original signed
Deputy City Attorney