

City Proposal #9C

Tendered to FCEA on September 26, 2025

Subject: Salary Schedule

Summary: 5.25% base rate of pay salary increase effective the pay period following Council approval.

Legend:

Original language tendered 5/1/25

Language changes tendered 7/10/25

Language changes tendered 8/22/25

Language changes tendered 9/26/25

ARTICLE VIII

COMPENSATION AND BENEFITS

A. GENERAL

All economic benefits provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU shall be continued without alteration during the term of this MOU. All economic benefit modifications in this MOU shall be effective the pay period after Council approval ~~or June 17, 2024~~ **June 16, 2025, whichever is later**, unless explicitly stated otherwise in the MOU.

B. SALARY SCHEDULE

1. ~~Effective December 30, 2024, the base rate of pay of all employees in this unit will be increased by two percent (2%) as reflected on Table II, attached hereto and incorporated by reference. The base rate of pay of all employees in this unit will be increased by five and one-quarter percent (5.25%) two three percent (2%3%) as reflected on Table II, attached hereto and incorporated by reference, effective June 16, 2025 or the pay period after Council approval, whichever is later.~~

~~2. Permanent employees in this unit active as of the date of MOU implementation, after City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter Sections 605 and 609 shall receive a one-time lump sum payment equivalent to one percent (1%) of their annual base rate of pay as of June 16, 2024, to be paid in the pay period following Council approval. Temporary, limited and provisional employees in Unit 3 classifications are not eligible as well as any employees hired after June 16, 2024. The employee shall bear responsibility for any and all tax consequences resulting from this lump sum payment. The lump sum payment shall be compensable for retirement purposes. Effective December 29, 2025, if actual Fiscal Year 2025 Sales and Property Tax~~

CITY OF FRESNO / FCEA (UNIT 03) MOU NEGOTIATIONS FY 2025

City Proposal #8B

Tendered to FCEA on September 26, 2025

Subject: Term

Summary: 18-month contract effective June 16, 2025 through December 27, 2026.

Legend:

Original language tendered 5/1/25

Language changes tendered 7/10/25

Language changes tendered 9/26/25

ARTICLE XIII

TERM

This MOU shall be in full force and effect from ~~June 17, 2024~~ **June 16, 2025** through ~~June 15, 2025~~ ~~June 13, 2027~~ **December 27, 2026**, subject to the Sections (A., B. and C.) below.

- A. This MOU shall become effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, ~~and after all parties named on the signature page of this MOU have signed the MOU,~~ and shall remain in full force and effect through ~~June 15, 2025~~ ~~June 13, 2027~~ **December 27, 2026**.
- B. During the life of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, the party requesting such modification shall request in writing to meet and confer on the item, which item shall be specified in writing.
- C. During the life of this MOU, either party may refuse such request without explanation if the item is directly related to or is an item directly considered herein, or if the specific item was included in a written proposal of the party making the request during the meet and confer process which led to this MOU. It is agreed by the parties that the City may request to meet and confer on amendments to this Article during the life of this MOU. Further, the parties agree that, if no agreement is reached on amendments to this Article, neither party may take action on such amendment(s) without the consent of the other party. It is further agreed, however, that this Article shall not prohibit the parties from requesting to meet and confer on changes to federal or state statutes, or City AO, policies and procedures referred to or cited in this MOU, and which affect the implementation of this MOU, in which case the request to meet and confer shall not be refused.

City Proposal #1A

Tendered to FCEA on September 5, 2025

Subject: Work Schedules

Summary: Add provision to allow flexible work schedules mutually agreed upon between the City and employees that comply with FLSA work weeks.

Legend:

Original language tendered March 26, 2025

Language changes tendered September 5, 2025

ARTICLE V

PERSONNEL PROCEDURES

H. WORK SCHEDULES (General Provision)

1. Department directors or **their** designees shall be solely responsible for determining and designating divisions, units, sections, specific job classes within their respective departments that may implement variations to the standard/normal/workweek work schedule. A minimum of thirty (30) calendar days' written notice shall be provided to affected employees, **FCEA** and the Labor Relations Division.
2. Subject to meet and consult pursuant to the provisions of Chapter 3, Article 6, Section 3-607 of the FMC prior to implementation of such changes, alternative workweek work schedules may be necessary in order to meet the service needs of the public/other City departments, and/or other operational efficiency requirements. It is expressly understood that position assignments by classification, staffing levels, workweek work schedules, and days off are determined solely by management, and are subject to change based on, including but not limited to, varying workload, the addition of authorized staffing, and departmental operational and service need.
 - a. If established, employees shall select a 5/8, 4/10 or 9/80 workweek work schedule according to department/division selection processes. Absent sufficient selections, management will assign employees to a 5/8 or 4/10 workweek work schedule, or combination thereof or to an established 9/80 workweek work schedule.
 - b. Except for emergencies, employees working a 4/10 schedule or who have days off other than Saturday and Sunday, will make every effort to schedule all medically-based appointments on off duty time.
3. The hours for employees working a 5/8 will consist of five (5) eight (8) hour days with two (2) consecutive days off. The hours for employees working a

4/10 will consist of four (4) ten (10) hour days with three (3) days off, of which two (2) of the days off will be consecutive. Each 9/80 work schedule will consist of eight 9-hour shifts, one 8-hour shift and one day off in addition to regular days off, per 14-day period broken down into two 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week which begins four (4) hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift. The work week shall end exactly 168 hours later. The scheduled eight (8) hour work day/day off must be either a Monday or Friday if department operations are Monday through Friday and must be part of the employee's consecutive days off. The workweek for each such position will be defined in writing. The original document will be maintained by the Department and a copy filed with the Personnel Services Department and the Payroll Division of the Finance Department. The work week for an established 9/80 work schedule will not be changed to accommodate temporary schedule changes. Scheduling of days off will be determined by management.

4. Departments/divisions may discontinue alternative workweek work schedules if it is determined by management that they detrimentally affect department/division operations and services. Thirty (30) days advance notice will be given in writing to affected employees, FCEA and the Labor Relations Division. If departments/divisions discontinue alternative workweek work schedules established under this provision, employees will revert to 5/8 standard/normal workweek work schedules as determined by management.
5. ~~The City and members of the Association may mutually agree to flexible work schedules for individual employees. The flexible work schedule must comply with the Fair Labor Standards Act (FLSA) 40-hour work week and be documented by the department. Overtime during flexible work schedules will be paid after the 40th hour worked in a work week. Both the City and the member retain the right to withdraw the mutual agreement and return to the regular schedule established by the employee's division.~~ Flexible work schedules may be mutually agreed on if they do not exceed forty (40) hours of scheduled work in a defined Fair Labor Standards Act (FLSA) work week. These flexible work schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency, increase overall costs to the City as determined by the Appointing Authority or designee, and must comply with wage/hour laws. Flexible work schedules must be documented on an Alternative Work Schedule Request form and be approved by the employee, their Supervisor, and the Appointing Authority. If approved by all parties, the original will go to the Personnel Services Department to be filed in their personnel file with a copy to City Payroll, the employee, and the

Department. An employee's flexible work schedule may be revoked by either party upon thirty (30) calendar days' written notice to the other party at which time the member will return to their prior regular schedule. If this occurs, City Payroll shall be notified of this change in writing as soon as possible. An employee's flexible work schedule may continue only by mutual agreement of all parties. An employee working a flexible work schedule shall be paid overtime if the employee meets all two (2) conditions below:

- a. The employee worked beyond their scheduled flexible work hours; and
- b. The total hours worked exceeded forty (40) in the work week.

56. Except as detailed directly below, applicable Salary Resolution, FMC, and AO sections concerning 4/10 alternative workweek work schedules limitations on OT, holidays, leave accrual and usage, sick leave accrual and usage, and night shift premium pay will govern.

- a. OT - Work in excess of ten (10) hours in one (1) day shall be compensated at one and one-half (1½) times the base rate of pay.

All hours worked on either the first or second day off in a workweek shall be compensated at one and one-half (1 ½) times the base rate of pay.

Work on the third day off in a workweek, shall be compensated at two (2) times the base rate of pay.

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

Employees who are assigned ~~regularly scheduled~~ to work on a holiday will be paid in accordance with the provisions of Article VIII, Section T.

- b. Holidays - Employees working a 4/10 shall receive twelve (12) holidays consisting of eight (8) hours each, and an additional eight (8) hours for the employee's birthday. Employees who are off on a holiday which falls on a regular workday shall receive eight (8) hours base pay for the holiday, and may elect to take two (2) hours vacation, holiday or CTO to provide for a full ten (10) hours pay, or may elect to receive two (2) hours leave without pay.

- c. Sick Leave - Employees working a 4/10 work schedule shall accumulate the same number of hours of sick leave per month as under the 5/8 standard.
- d. Vacation - Employees working a 4/10 work schedule shall accumulate the same number of hours of vacation per month as under the 5/8 standard.

67. Except as detailed directly below, applicable Salary Resolution, FMC, and Administrative Order sections will govern concerning 9/80 alternative workweek work schedules, limitations on OT, holidays, leave accrual and usage, sick leave accrual and usage, and night shift premium pay will govern.

- a. OT - Work in excess of nine (9) hours in one (1) day on scheduled nine (9) hour days and eight (8) hours on scheduled eight (8) hour days shall be compensated at one and one-half (1 ½) times the base rate of pay.

For periods when there are three (3) consecutive days off, all hours worked on either the first or second day off in a workweek shall be compensated at one and one-half (1 ½) times the base rate of pay. All hours worked on the third consecutive day off in a workweek shall be compensated at two (2) times the base rate of pay.

For periods when there are two (2) consecutive days off, all hours worked on the first day off shall be compensated at the rate of one and one-half (1 ½) times the base rate of pay. All hours worked on the second day off in a workweek shall be compensated at two (2) times the base rate of pay.

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

Employees who are assigned to work on a holiday will be paid in accordance with the provisions of Article VIII, Section T.

- b. Holidays - Employees working a 9/80 shall receive twelve (12) holidays consisting of eight (8) hours each, and an additional eight (8) hours for the employee's birthday. Employees who are off on a holiday which falls on a regularly scheduled workday shall receive eight (8) hours base pay for the holiday. Employees may elect to take one (1) hour vacation, holiday, or CTO to provide for a full nine (9) hours pay for a day which is regularly scheduled for nine (9) hours pay, or may elect to receive one (1) hour leave without pay.

- c. Sick Leave - Employees working a 9/80 schedule shall accumulate the same number of sick leave hours per month as under the 5/8 standard work week.
- d. Vacation - Employees working a 9/80 work schedule shall accumulate the same number of vacation hours per month as under the 5/8 standard work week.

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #2B

Tendered to FCEA on September 5, 2025

Subject: Flexible Work Schedules – Overtime Section

Summary: Additional section added to Overtime Section regarding how overtime shall be paid during flexible work schedules.

Legend:

Original language tendered March 26, 2025

Language changes tendered June 9, 2025

Language changes tendered September 5, 2025

ARTICLE VIII

COMPENSATION AND BENEFITS

N. OVERTIME (OT), COMPENSATORY TIME OFF (CTO), ON CALL/CALL BACK/STANDBY

1. OT - Employees shall be paid for OT in accordance with Chapter 3, Article 1, Section 3-117 of the FMC and as follows, except as may be modified by this MOU:
 - a. Work performed in excess of eight (8) hours on a regular workday shall be compensated at one and one-half (1 ½) times the applicable hourly rate.
 - b. Work performed on an employee's first regularly scheduled day off in a workweek shall be compensated at one and one-half (1 ½) times the applicable hourly rate.
 - c. Work performed on an employee's second regularly scheduled day off in a workweek shall be compensated at two (2) times the applicable hourly rate.
 - d. Employees on vacation may be permitted to work by notifying the department of their desire to work, and shall be compensated at the applicable overtime rate in addition to the employee's vacation pay.
 - e. ~~Overtime during flexible work schedules will be paid for the hours worked over the employee's designated flexible work schedule as agreed upon with their department after the 40th hour worked in a work week.~~ An employee working a flexible work schedule shall be paid overtime if the employee meets all two (2) conditions below:

(1) The employee worked beyond their scheduled flexible work hours; and

(2) The total hours worked exceeded forty (40) hours in the work week.

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #3A

Tendered to FCEA on August 22, 2025

Subject: Call Back Compensation

Summary: Clarify current practice of the way Standby and Call Back are paid if an employee is called back to work. Allow more than one 2-hour minimum.

Original tendered to FCEA on 3/26/2025

Language change tendered to FCEA on 8/22/2025

ARTICLE VIII

COMPENSATION AND BENEFITS

N. OVERTIME (OT), COMPENSATORY TIME OFF (CTO), ON CALL/CALL BACK/STANDBY

3. Call Back/Standby - It is expressly understood that department directors or designees shall determine and designate divisions/units/sections within their respective departments that may implement call back/standby provisions. Additionally, department directors or designees may determine and designate specific job classes assigned to divisions/units/sections within their respective departments to be solely eligible to receive call back/standby premium pay. Management retains the exclusive right to determine, designate, and assign call back/standby duty, withdraw such assignments, and develop and implement internal policies and procedures concerning the administration thereof.
 - a. Call Back includes all time spent by the employee from the time of reporting to the work site through completion of the task/problem, or any time responding to a request from the City to use City provided equipment to perform work without traveling to the work site, outside of an employee's normal/regular work hours.
 - (1) Eligibility - An employee shall be eligible for call back premium pay when all of the following conditions are met: 1) The employee is ordered to return to work and does in fact return to work; 2) The order to return to work is given following termination of the employee's normal/regular work shift, and the employee has departed from the work site; and 3) The return to work occurs not less than two (2) hours prior to the established start time of the employee's next shift. At the employee's option the employee may be allowed to begin the

normal/regular shift upon completion of the call back assignment. An employee shall also be eligible for call back premium pay when responding to a request from the City to use City provided equipment to perform work, without traveling to the work site, outside of an employee's normal/regular work hours.

- (2) Compensation - Premium pay for call back assignments during each twenty-four (24) hour period (i.e., 12:01 a.m. to 12:00 a.m.) and during each twelve (12) hour period for Crime Scene Technicians assigned to the Police Crime Scene Bureau, shall be a minimum of two (2) hours at time and one-half an employee's base rate of pay. An employee assigned to two (2) regularly scheduled consecutive days off if called back to work on the employee's second day off, or an employee assigned to three (3) regularly scheduled days off on the employee's third day off, shall receive premium pay at a minimum of two (2) hours at two times the employee's base rate of pay. ~~There will be only one (1), two (2) hour minimum paid in each 24 hour period, and each twelve (12) hour period for Crime Scene Technicians.~~ **If an employee is assigned standby duty, the standby compensation shall stop once they report to work and compensation for the call back assignment will begin, pursuant to this section.**

- (3) Employees who respond to a request from the City to use City equipment and do not need to travel to the work site will receive a minimum of twelve (12) minutes of overtime at time and a half, or double time where applicable, for each additional call back incident after the first two hour minimum.

- b. Standby duty is defined as all time outside of an employee's normal/regular scheduled work shift where management requires an employee to be available to respond to work related problems. An employee assigned standby duty will be required to carry a City pager, and/or City cell phone (if available), and shall not consume alcohol or consume any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one (1) hour, or longer with supervisor approval, of being paged/contacted.

- (1) Compensation - Premium pay for standby duty from the end of the shift of the first day to the beginning of the next shift shall be \$1.90 per hour. In the event an employee on standby duty is required to report to work, the employee will receive standby compensation until they report to work; thereafter, the

employee will be compensated as provided in Article VIII, Section N., Subsection 3.a of this Agreement. In the event an employee on standby duty is not required to report to work, standby compensation will be in effect for the duration of their standby period. This pay is pensionable under the City of Fresno Retirement System.

- (2) Time spent on standby duty shall not be considered hours worked.

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #13B, Counter to FCEA

Tendered to FCEA on September 5, 2025

Subject: Class & Comp Study

Summary: The City agrees to work with FCEA to complete a new classification and compensation study.

ARTICLE VIII

COMPENSATION AND BENEFITS

- Z. ~~The City will fully realize the remaining equity increases to the classification and compensation study, completed in 2018, retroactively effective June 17, 2024, as reflected on Table I, attached hereto and incorporated by reference.~~ **Upon ratification of this MOU, the City agrees to work with FCEA to complete a new classification and compensation study before December 31st of FY27.**

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #14B, Counter to FCEA #6 Tendered to FCEA on September 18, 2025

Subject: Health Reimbursement Arrangement

Summary: Allow Holiday Leave and Special Holiday Leave hours to be included in the HRA at the option of the employee, remove 80-hour qualifying language, and reduce Sick Leave hours in excess from 240 to 100.

Legend

Original language tendered 7/23/25

Language changes tendered 9/5/25

Language changes tendered 9/18/25

ARTICLE VIII

COMPENSATION AND BENEFITS

W. HEALTH REIMBURSEMENT ARRANGEMENT

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

At service retirement, or at a disability retirement if the employee is otherwise eligible for service retirement, employees who have ~~used eighty (80) hours or less of Sick Leave and/or Vacation Leave used for sick time (excluding only hours used for Workers' Compensation benefits, Bereavement Leave, and/or protected leave such as Family & Medical Leave, and Protected Sick Leave) in the 24 months preceding their date of retirement,~~ **more than 240 100 hours of Sick Leave** will be credited with an account for the employee under the HRA to be used to pay premiums for medical insurance (including COBRA premiums) and qualified medical expenses as defined in Internal Revenue Code Section 213(d), and further detailed in Internal Revenue Service Publication 502. **In addition, at the employee's option, any amount of accumulated Holiday Leave or Special Holiday Leave may be credited to an account for the employee under the HRA.** The "value" of the account shall be determined as follows:

The number of all accumulated Sick Leave hours, other than ~~s~~**S**upplemental ~~s~~**S**ick Leave, in excess of **240 100** hours at the time of retirement multiplied by eighty percent (80%) of the employee's hourly base rate of pay.

The number of all Supplemental Sick Leave hours at the time of retirement multiplied by the employee's hourly base rate of pay.

If the employee opts not to cash out all of the employee's accumulated Holiday Leave or Special Holiday Leave hours at the time of retirement, the remaining accumulated Holiday Leave or Special Holiday Leave shall be credited into an HRA account for the employee at one hundred percent (100%) of the employee's then-current hourly base rate of pay.

The hourly base rate of pay shall be the equivalent of the monthly salary in the Salary Resolution for an employee as reflected in the salary tables **Salary Resolution**, multiplied by twelve (12) months then divided by 2,080 hours.

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

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

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

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #7A & 12A

Tendered to FCEA on June 27, 2025

Subject: Sick Leave & Attendance Policy

Summary: Incorporate SB 616 into Sick Leave sections.

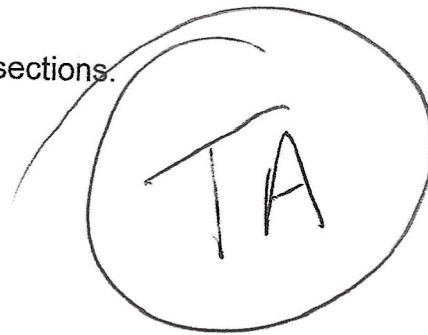
Original City language tendered 5/5/25

City language tendered 5/30/25

FCEA changes tendered 6/27/25

City changes tendered 6/27/25

Changes by both FCEA & City 6/27/25



ARTICLE VIII

COMPENSATION AND BENEFITS

O. SICK LEAVE AND ATTENDANCE

1. Sick Leave

- a. Employees shall accrue Sick Leave at the rate of eight (8) hours for each completed calendar month of employment.
- b. Sick Leave shall accrue during the probationary period but may not be used until the employee has completed ninety (90) days of employment.

c. Employees may use sick leave upon the oral or written request of an employee, and may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Family members include an employee's parent, (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (a child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis – this definition of a child is applicable regardless of age or dependency status), spouse, registered domestic partner, sibling, grandparent, or grandchild; designated person.

d. Sick leave may also be used when an employee is a victim of domestic violence, sexual assault, or stalking. The City of Fresno may not discharge or in any manner discriminate on

retaliate against an employee who is a victim of domestic violence or a victim of sexual assault for using sick leave or other leave balances to take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

e. An employee who has no leave balances will be granted Leave Without Pay in accordance with FMC 3-104 for any circumstances described in (b.), (c.), or (d.) above.

f. An employer shall not require as a condition of using paid sick days that the employee search for or find a replacement worker to cover the days during which the employee uses paid sick days.

g. Employees who terminate City employment and return within one year of such termination will be entitled to reinstatement of their Sick Leave balances at the time of termination from City employment, up to a total of 48 hours.

b. Employees may use their annual Sick Leave accrual in accordance with California Labor Codes 233 and 246 and SB 616 (e.g., sections 233, 245.5, 246, and 246.5, and other applicable sections) up to one half of an employee's annual Sick Leave accrual for purposes consistent with California Labor Code Sections 233 and 246. The designation of Sick Leave taken for purposes consistent with California Labor Code Sections 233 and 246 shall be made at the sole discretion of the employee.

c. Protected Sick Leave shall be defined as Sick Leave used pursuant to Sick Leave protected at law and shall be limited to 96 hours per fiscal year. Absences for purposes of illness or similar exceeding 96 hours per fiscal year may result in corrective action, up to and including termination.

d. Only the use of Sick Leave shall be protected under these Sick Leave provisions. The use of other leave banks will not be recognized as protected Sick Leave under this policy.

e. Sick Leave may be used consistent with FMC 3-107, and/or as provided by law. Specifically, Sick Leave, as described above, may be used for the following circumstances:

- ~~Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.~~

- ~~Diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's parent, (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (a child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis—this definition of a child is applicable regardless of age or dependency status), spouse, registered domestic partner, sibling, grandparent, or grandchild; designated person or~~

- ~~For an employee who is the victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Section 230(c) and Labor Code Section 230.1(a).~~

~~cf. Members of this Unit shall not be subject to the provisions of AOs 2-19 and 2-20. Instead, FCEA Leave of Absence Policy, Addendum 1, incorporated into this MOU by this reference, shall apply.~~

~~dg. Employees who terminate City employment and return within one year of such termination will be entitled to reinstatement of their Sick Leave balances at the time of termination from City employment, up to a total of 48 hours.~~

h. Abuse or misuse of Sick Leave, including Using or attempting to use Sick Leave for an unauthorized purpose, misrepresentation of any facts related to the use of Sick Leave, excessive use of Sick Leave, or similar, may result in corrective and/or disciplinary action, up to and including termination.

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

- a. Employee sick leave absences which exceed fifteen (15) calendar days shall require the employee to provide a physician's statement to their department no later than three (3) calendar days following the 15-day period. The physician's statement shall verify the employee's inability to work, the estimated period of further anticipated disability, and include a description of the employee's limitations or restrictions which may be necessary for the Department/Division to consider reasonable accommodation. If the length of absence exceeds the stated estimated period of disability, a new physician's statement must be provided to the department within

three (3) calendar days following the expiration of the original estimated date of return.

- b. If eligible, an employee must use accumulated Sick Leave before leave without pay for illness will be granted.
- c. In the event of a work stoppage in the form of a sick out as identified by the City Manager, it shall be the policy and procedure of all supervisors to require a physician's verification of all employees who claim to be ill or injured and request such leave. The City shall retain the discretion to allow or disallow paid Sick Leave and may request the employee to be examined by a physician of the City's choosing. The physician's verification shall identify the name and address of the doctor, the period(s) of employee incapacity to work, and the date(s) examined by the physician.

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

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

- A. The filing of a complaint by the employee or FCEA on behalf of the employee with the Labor Commissioner or City of Fresno alleging a violation of this article.
- B. The cooperation of an employee with an investigation or prosecution of an alleged violation of this article.
- C. Opposition by the employee to a policy, practice, or act that is prohibited by this article.

2. Attendance

- a. Members of this Unit shall not be subject to the provisions of AOs 2-19 and 2-20. Instead, FCEA Attendance Policy, Addendum II, incorporated into this MOU by this reference, shall apply.

ARTICLE IX

BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

B. SICK LEAVE

1. Permanent Part-Time employees shall accumulate ~~s~~Sick ~~L~~Leave at a rate proportionate to a full-time employee in the class.
2. Refer to Article VIII, Section O. for further Sick Leave ~~and Protected Sick Leave~~ provisions that by this reference apply.

~~Permanent Part Time employees may use their annual Sick Leave accrual in accordance with California Labor Codes 233 and 246 and SB 616 shall be allowed use up to six months of the employee's Sick Leave accrued and available per fiscal year for the purposes defined in California Labor Code sections 233 and 246 in accordance with applicable provisions of the MOU. The designation of Sick Leave taken for the purposes defined in California Labor Code sections 233 and 246 shall be made at the sole discretion of the employee.~~

FCEA LEAVE OF ABSENCE POLICY - Addendum I

GENERAL PROVISIONS

Employees shall complete an ~~Employee Request for Leave of Absence Form~~ **Leave Request** no less than 48 hours in advance of the leave. Such leaves shall be approved by the employee's supervisor or departmental designee with due regard to the needs of the City and the desire of the employee. Emergency leaves or leaves that result from injury or illness that could not have been reasonably anticipated or predicted shall constitute an exception to the procedure mandating prior notice of the need for leave.

~~SICK LEAVE and Special LEAVE [for absences other than FMLA/CFRA related]~~

- ~~1. Members of this Unit shall not be subject to the provisions of Administrative Orders (AO) 2-19, 2-19.1 or 2-20, however,~~
 - ~~a. Sick Leave and Special Leave shall be administered in accordance with the provisions of FMC Section 3-107.~~
 - ~~b. The use of Sick Leave and Special Leave is a benefit provided to the employee under FMC Section 3-107 and therefore is a privilege and not a right, and is intended to be used for the purposes consistent with California Labor Code Sections 233 and 246. It is the employee's responsibility to ensure observance of the provisions of FMC Section 3-107.~~
 - ~~c. Sick Leave shall be administered in accordance with the provisions of FMC Section 3-107, Sick Leave and Special Leave. Sick Leave shall be accumulated at the rate of one working day for each completed calendar month of employment. Sick Leave shall accumulate during the probationary period but may not be used until the employee has completed ninety days of employment.~~
 - ~~d. All other applicable provisions of the FMC shall apply.~~

- ~~2. The following requirements shall apply to the use of Sick Leave:~~

- ~~a. A supervisor may require a physician's verification of illness for any employee who is absent from work for more~~

than five (5) consecutive working days. Departments/Divisions may establish practices requiring employees to present medical verification regarding the employee's ability to resume work after a medical absence.

b. Employee sick leave absences which exceed fifteen (15) calendar days shall require the employee to provide a physician's statement to their department no later than three (3) calendar days following the 15-day period. The physician's statement shall verify the employee's inability to

work, the estimated period of further anticipated disability, and include a description of the employee's limitations or restrictions which may be necessary for the Department/Division to consider reasonable accommodation. If the length of absence exceeds the stated estimated period of disability, a new physician's statement must be provided to the department within three (3) calendar days following the expiration of the original estimated date of return.

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

d. In the event of a work stoppage in the form of a sick out as identified by the City Manager, it shall be the policy and procedure of all supervisors to require a physician's verification of all employees who claim to be ill or injured and request such leave. The City shall retain the discretion to allow or disallow paid Sick Leave and may request the employee to be examined by a physician of the City's choosing. The physician's verification shall identify the name and address of the doctor, the period(s) of employee incapacity to work, and the date(s) examined by the physician.

SPECIAL SICK LEAVE

1. Where Special Leave charged against Sick Leave accumulation is used during the hospitalization of a member of the immediate family, as outlined in FMC Section 3-107(d), verification by the attending physician that the member's presence was required shall be presented to the Department/Division immediately upon return to work by the employee.

e. It is the department/division's responsibility to ensure the implementation of FMC Section 3-107, and to take appropriate action when necessary as set forth in AQ 2-14.

VACATION LEAVE

1. Vacation shall be accumulated and administered in accordance with FMC Section 3-108. The use of vacation is discretionary and must be approved by the appointing authority, or their designee, prior to the taking of the leave. Vacation Leave shall be approved by the employee's supervisor or designated representative with due regard to the needs of the City and the desire of the employee. Emergency leaves or leaves that result from injury or illness that could not have been reasonably anticipated or predicted shall constitute an exception to the procedure mandating prior notice of the need for leave.
2. Employees who have an accumulated vacation balance, but have been denied the use of such leave by the appointing authority or designee, may be subject to Leave without Pay unless other leaves are available and approved.

MILITARY LEAVE

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

1. ~~Section 3-111 of the Fresno Municipal Code states that every employee shall be entitled to military leave of absence as provided for in the Military and Veterans Code of California, Division 2, Part 1, Chapter 7.~~
2. ~~The following requirements apply to military leave:~~
 - a. ~~A completed City of Fresno "Request for Leave of Absence" form shall be submitted to, and signed by, the department director.~~
 - b. ~~Formal active duty orders shall be attached to the form. Formal orders are those orders directed to the employee that state type of duty, reporting date, length of duty, duty station, and permanent order numbers, and that bear an authorized signature.~~
 - c. ~~A military memorandum addressed "To Whom It May Concern" and signed by or for the commander, will allow an employee to commence military leave. However formal orders must be submitted within thirty days (30) after such leave is taken. Failure to so submit formal orders shall cause such leave to be converted to vacation leave, or to be taken without pay, unless extenuating circumstances cause the formal orders to be unavailable within the 30-day limit, and an explanatory letter signed by or for the commander is submitted to, and approved by the City Manager.~~
3. ~~Ongoing resolutions provide continuing Salary Differential to City employees on active duty as a result of the ongoing Middle Eastern conflict. The employee is eligible to receive the difference between his/her City salary and Military pay as~~

well as the continuation of Health and Welfare benefits upon submission of military orders and military pay statements.

4. For purposes of determining a public employee's right to a paid military leave of absence, all prior military service will be counted as public agency service when calculating if the employee has been employed by the public agency for a minimum of one year at the time of taking the military leave. To provide documentation regarding this prior service, the employee must submit a Form DD 214, Certificate of Release or Discharge from Active Duty showing the dates of prior service.
 5. Employees returning from active military leave will be allowed to commence a Leave without Pay for a period of time as specified by the Military and Veterans Code before resuming City employment.
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FCEA ATTENDANCE POLICY - Addendum II

POLICY

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

Although it is recognized that excessive ~~unauthorized absenteeism and~~ tardiness is a proper reason for corrective action, it is the policy of the City to identify problem areas by keeping proper records, exploring avenues of available assistance, and encouraging compliance with attendance standards.

~~Statutorily protected leaves and leaves authorized by this M.O.U. are outside the scope of this Attendance Policy.~~

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

It is a supervisor's responsibility to ensure the implementation of Administrative Order 2-14 (AO), Guide to Corrective Action, and the applicable provisions of the Fresno Municipal Code (FMC) and to take appropriate action when necessary.

DEFINITIONS AND PROCEDURES

1. An approved leave is defined as scheduled leave time prearranged, approved, and authorized. An approved leave must be documented by a ~~Request for Leave of Absence Form~~ submitted ~~and approved~~ ~~Leave Request in the manner required by the Department and/or workgroup~~ prior to commencement of the leave ~~and the leave request must be approved prior to taking the requested leave.~~ and signed by the employee and appropriate appointing authority.
2. An employee's use of Sick and Special Leave shall be administered pursuant to ~~"FCEA Leave of Absence Policy", Addendum I, Article VIII, Section O, of this M.O.U.~~
3. A tardy is defined as any failure to show up for work at the scheduled time. If you are going to be late for work, you must call your supervisor or their designated representative as soon as possible. Excessive tardiness for purposes of this shall be defined as three (3) or more tardies within a one-month period.
4. Absence without leave is defined as any employee who does not report to work

in person or by telephone pursuant to the applicable provisions of the Fresno Municipal Code.

5. The City reserves the right to require an employee to report to work for the balance of the day on which tardiness occurs. Failure by the employee to report to work or remain at work for the balance of the day as directed by a supervisor or their designated representative, may be cause for corrective action, which may result in disciplinary action.

- ~~6. Excessive absenteeism shall be defined as more than 96 hours of Sick Leave used in a fiscal year, not approved in advance or covered under FMLA/CFRA. Excessive absenteeism shall be evaluated on a case by case basis.~~

DISCIPLINE LEVELS

1. ~~Unauthorized absenteeism and~~ excessive tardiness may subject an employee to corrective action as outlined in AO 2-14, which may result in **progressive** disciplinary action **should the behavior continue uncorrected**.
2. Any employee who does not report to work in person or by telephone **without a valid reason such as incapacitation**, will be considered absent without leave, and subject to corrective action as outlined in AO 2-14, which may result in disciplinary action.
- ~~3. Should a pattern of Sick Leave usage exist, which can be defined as more than twelve (12) occasions in any fiscal year of using one (1) or more days of Sick Leave that was not approved in advance nor covered under FMLA/CFRA, prior to/or after a holiday or other scheduled time off, prior to/or after the employee's regularly scheduled days off, or consistently on the same day of the week, an employee may be subject to disciplinary action as outlined in AO 2-14.~~
4. All progressive discipline resulting from ~~unauthorized or excessive absenteeism~~ or excessive tardiness shall be reviewed by the Personnel Services Department prior to issuance.

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

City Proposal #19, Counter to FCEA #8 Tendered to FCEA on September 18, 2025

Subject: Workers' Compensation

Summary: Allow integration of leave for the first year of a workers' compensation claim.

ARTICLE VIII

COMPENSATION AND BENEFITS

D. WORKERS' COMPENSATION

1. Notwithstanding the provisions of Chapter 3, Article 1, Section 3-118 of the FMC, the percentage of wages or salary received by employees holding a permanent position who suffers from an injury in the course and scope of City employment shall be the percentage established by the State of California workers' compensation laws set forth in the California Labor Code. Should the State mandated workers' compensation rate of payment be adjusted, the City and the Association agree to a limited reopener, upon either party's request, to meet and confer regarding adjustment of the rate herein stated.

Compensation for an accepted claim of a work related injury or illness shall begin following the first three (3) days after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of a work related injury or illness only if:

- a. the employee is hospitalized as an inpatient for at least twenty-four (24) hours; or,
 - b. the employee is absent from work fourteen (14) days or more; or,
 - c. the employee is placed on light duty at any time during the first three (3) days.
2. Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count toward the three (3) day exclusion period; however, this time shall be recorded as injury absence.
 3. At the employee's option, in the event the work related injury/illness pay is not provided during the first three (3) days of absence due to the work related injury or illness, the employee may, at the employee's option, take sick leave, vacation, holiday, or compensatory time off (CTO), for that period.

4. If the employee opts to use sick leave, vacation, holiday, or CTO for the first three (3) days and it is later determined that work related injury/illness pay under paragraph 1., above, beginning on the first day of a work related injury/illness is appropriate, the leave time shall be restored to the employee and the employee's pay or leave balance will be adjusted accordingly.

If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefor.

5. If an employee is placed on sick leave, vacation, holiday, or CTO, pending determination as to whether the injury or illness is industrial, and the injury/illness is determined to be industrial, sick leave, vacation, holiday, or CTO, shall be restored within thirty (30) calendar days of such determination, and the employee placed on work related injury/illness leave as provided herein.
6. Retirement benefits shall not be reduced as a result of the level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with applicable retirement code sections.

7. **At the employee's option, employees may elect to integrate their accrued leaves to supplement their workers' compensation benefits during the first year of their workers' compensation claim. Employees with an approved workers' compensation claim wishing to integrate their leaves must fill out a form made available by the City indicating the employee desires to integrate leave to supplement their workers' compensation claim. If an employee has multiple workers' compensation claims, an employee must fill out a form for each claim they wish to integrate leaves. Once the form is received by City Payroll, the integration will be effective at the beginning of the pay period in which the form is received.**

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

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

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

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

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

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

In the event the City determines that legislative, administrative, or judicial determinations cause changes which in any way restricts, reduces, or prohibits any provision of this Agreement, the parties shall immediately meet to discuss necessary amendments and/or modifications.

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

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

Signed by FCEA on 9/18/2025

City Proposal #16, Counter to FCEA #13 Tendered to FCEA on September 5, 2025

Subject: Certificate / Premium Pay

Summary: Add additional grades of certificate pay for Water Systems Telemetry and Distributed Control Specialist/Senior.

ARTICLE VIII

COMPENSATION AND BENEFITS

G. PREMIUM PAY

6. Permanent employees assigned to the Department of Public Utilities' Wastewater Division in the class of Water Systems Telemetry and Distributed Control Specialist/Senior who possess valid Certificates as indicated will receive monthly payment as follows:

- Plant Maintenance Technologist Certificate issued by the California Water Environment Association

Grade I	\$50/month
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- Electrical/Instrumentation Certificate issued by the California Water Environment Association

Grade I	\$50/month
Grade II	\$75/month
Grade III	\$100/month
Grade IV	\$150/month

- If an employee in these classes possess one of the certifications noted above and additionally holds a Water Treatment Operator Certificate (Grades I-IV) and/or Water Distribution Operator Certificate (Grades I-V) issued by the State Department of Health Services, the employee will receive an additional \$100 per month.

7. Permanent employees assigned to the Department of Public Utilities' Water Division in the class of Water Systems Telemetry and Distributed Control Specialist/Senior who possess valid Certificates as indicated will receive monthly certificate pay as follows:

- **Plant Maintenance Technologist Certificate issued by the California Water Environment Association**

Signed by FCEA on 9/18/2025

Grade I \$50/month

- Electrical/Instrumentation Certificate issued by the California Water Environment Association

Grade I \$50/month

Grade II \$75/month

Grade III \$100/month

Grade IV \$150/month

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

DI \$50/month

DII \$100/month

DIII \$150/month

DIV \$200/month

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

TI \$100/month

TII \$200/month

TIII \$250/month

TIV \$300/month

TV \$300/month

- Employees who possess both a valid Water Distribution Operator Certificate and Water Treatment Operator Certificate will receive pay at the higher rate and \$100/month for dual certification, except where the lower rate is less than \$100/month.

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #17, Counter to FCEA #14 Tendered to FCEA on September 5, 2025

Subject: Storeskeeper Premium Pay

Summary: Add new certificate pay for Storeskeepers and Senior Storeskeepers assigned to the Transportation Department.

ARTICLE VIII

COMPENSATION AND BENEFITS

G. PREMIUM PAY

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

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #17, Counter to FCEA #14 Tendered to FCEA on September 5, 2025

Subject: Storeskeeper Premium Pay

Summary: Add new certificate pay for Storeskeepers and Senior Storeskeepers assigned to the Transportation Department.

ARTICLE VIII

COMPENSATION AND BENEFITS

G. PREMIUM PAY

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

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #18, Counter to FCEA #16 Tendered to FCEA on September 5, 2025

Subject: CCIA Certificate Pay

Summary: Add new certificate pay for Crime Specialists.

ARTICLE VIII

COMPENSATION AND BENEFITS

G. PREMIUM PAY

- 10. Permanent employees in the class of Crime Specialist who possess and maintain a valid Certified Crime and Intelligence Analyst (CCIA) Certificate issued by an accredited college or university and recognized by the California Department of Justice shall receive a certificate pay of one hundred dollars (\$100) per month.**
-

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #15A, Counter to FCEA #17 Tendered to FCEA on September 5, 2025

Subject: AB 2561

Summary: The City and FCEA agree to the following on AB 2561.

Original City language tendered 7/24/25

City language change tendered 9/5/25

ARTICLE IV

RECOGNITION

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

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

City Proposal #5

Tendered to FCEA on April 9, 2025

Subject: SDI/PFL

Summary: Adding clarifying language to the provision.

ARTICLE VIII

COMPENSATION AND BENEFITS

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

1. Employees who are in bargaining Unit 3, Non-Supervisory White Collar represented by the Fresno City Employees Association (FCEA), shall be enrolled in the State Disability Insurance (SDI/PFL) coverage plan.

Employees eligible for SDI benefits are those who are defined by Section 2601, et seq. of California Unemployment Insurance Code.

(Click here to access the SDI website)

Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code Section 2655.

2. Employees shall file claims in the same manner as required under the SDI/PFL Plan.
3. The City shall maintain SDI/PFL through employee payroll deductions to be funded by employee contributions.
4. All employees who file SDI/PFL claim must notify the City within fourteen (14) calendar days of their claim date and fill out a form made available by the City indicating whether or not the employee desires to integrate leave with the claim. Extension beyond fourteen (14) calendar days due to exigent circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis by the Director of Personnel Services or designee. Employees who are absent from duty and are receiving SDI/PFL benefits who are eligible to use sick leave, vacation leave, holiday leave, or compensatory time off, shall be eligible to integrate the payment of SDI/PFL benefits with such City-paid leave benefits.
 - a. Integrating leave balances is defined as the use of appropriate accumulated leave, which, when added to the SDI/PFL benefits shall provide the employee up to 100 percent of their normal gross weekly wages (excluding overtime pay) immediately prior to the start of the

disability or period of family care leave. Employees who elect to integrate must provide Payroll with a copy of the Notice of Computation within fourteen (14) calendar days of the issue date or mail date on the Notice of Computation and are required to authorize EDD to share benefit computations with the City on their initial claim forms. Extension beyond fourteen (14) calendar days due to exigent circumstances, such as the employee being incapacitated, may be considered on a case-by-case basis by the Director of Personnel Services or designee.

- b. An employee who has made a timely election to integrate leave with SDI/PFL benefits shall be paid a biweekly amount beginning on the claim effective date provided on the Notice of Computation excluding the waiting period.
 - c. If an employee does not provide the Notice of Computation within fourteen (14) calendar days of the issue date or mail date no retroactive integration will occur unless exigent circumstances apply. For employees who provide the Notice of Computation after fourteen (14) calendar days of the issue date or mail date, integration will begin in the pay period an employee provides the City with the Notice of Computation and a signed leave integration agreement.
 - d. Integrating leave balances with SDI/PFL benefits will continue only if leave balances are available and the employee remains eligible to receive SDI/PFL benefits. Once integration begins, it will continue as long as leave balances are available and SDI/PFL benefits continue.
5. While integrating SDI/PFL benefits, employees will be considered to be in paid status for the purpose of leave accruals, holiday benefits, step increases health insurance coverage and any other employee benefits received as a result of being in paid status.

An employee who is integrating leave and has exhausted all other leave balances may apply for donated time in accordance with City policies. Use of donated time shall be in accordance with the provisions of this Section.

If the employee does not act to integrate benefits or exhausts their available leave balances, the employee will be in a Leave Without Pay (LWOP) status **and be subject to applicable eligibility for COBRA medical coverage.**

6. If elected as described above, integration will end upon notification from the employee that SDI/PFL benefits have terminated, the employee exhausts all leave balances and/or donated time resulting in leave without pay status, the employee's return to work, or the employee's separation from City employment; whichever comes first in time.

7. Service credits toward seniority, step increase eligibility, and probation periods shall be in accordance with the MOU and City policies/procedures.
8. The City shall continue contributions toward the employee's health and welfare benefits and retirement contributions in accordance with established laws and practices during the pay periods that include leave payments by the City. The employee shall be responsible for payment of premiums required to maintain health and welfare benefits when City contributions cease in accordance with established laws, policies and practices.
9. In the event the City determines that legislative, administrative or judicial determinations cause changes which in any way restricts, reduces or prohibits any provision of this Agreement, the parties shall immediately meet to discuss necessary amendments and/or modifications.

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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

City Proposal #20

Tendered to FCEA on September 18, 2025

Subject: Lockout and Strike

Summary: Adding new language.

ARTICLE IV
RECOGNITION

I. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this MOU.
2. No unlawful strike or work stoppage by City employees, as defined in Chapter 3, Article 6, Section 3-624 of the FMC, or State bargaining laws, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.
3. **During the term of this MOU, the Association will not condone or support so-called "sympathy strikes" where a strike or work stoppage is declared by another union.**

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

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

TENTATIVE AGREEMENT

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

For FCEA:

For the City:

Signature/Date

Signature/Date

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