



AGENDA ITEM NO. 9:45 AM A

COUNCIL MEETING 7/16/09

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

DATE: July 16, 2009

FROM: TERRY A. BOND, Personnel Services Director
Personnel Services Department

BY: KENNETH G. PHILLIPS, Labor Relations Manager
Labor Relations Division

- SUBJECT:
1. ADOPT A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF FRESNO (CITY) AND THE CITY OF FRESNO MANAGEMENT EMPLOYEES ASSOCIATION (CONFIDENTIAL MANAGEMENT, UNIT 14) FREEZING MERIT INCREASES, CASH OUT OF ADMINISTRATIVE LEAVE AND OTHER CONSIDERATIONS.
 2. ADOPT A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF FRESNO (CITY) AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39 (NON-SUPERVISORY BLUE COLLAR, UNIT 1), DELAYING A SCHEDULED WAGE INCREASE, HOLIDAY LEAVE CASH OUT AND OTHER CONSIDERATIONS.

RECOMMENDATIONS

It is recommended that Council approve the attached Side Letters of Agreement between the City and the City of Fresno Management Employees Association (CFMEA) (Confidential Management, Unit 14) and the International Union of Operating Engineers, Stationary Engineers, Local 39 (Non-supervisory Blue Collar, Unit 1).

EXECUTIVE SUMMARY

After informal discussions, CFMEA agreed to forgo merit increases and freeze cash out of administrative leave in FY 2010. The MOU, scheduled to expire June 30, 2010, would be extended to June 30, 2012. After informal discussions, Local 39 has agreed to delay a 3% wage increase, scheduled to take effect July 1, 2009 until January 1, 2010, and to forgo cash out of holiday leave for 15 months. The proposed agreement also extends the MOU to June 30, 2012 with a 2% wage increase on July 1, 2011. The agreement would also resolve reopeners on an additional wage increase of 1% for FY 2010 or FY 2011.

BACKGROUND

SUBJECT 1 – City/CFMEA MOU

The MOU between the City and CFPEA is currently scheduled to expire on June 30, 2010. CFMEA agreed to informal discussions on concessions that provide the City with needed savings at a critical time. Significant provisions of the tentative agreement are noted below.

- Extend term of the MOU to June 30, 2012.
- No merit increases in Fiscal Year 2010.
- Employees retiring before July 1, 2011, will have retirement for FY 2010 calculated as if the employee had received a merit increase in that year, with no compounding in subsequent years.

- No cash out of administrative leave in FY 2010. Any administrative leave balance at the end of FY 2010 moved to the holiday leave bank.
- A one-time addition of 24 hours to the holiday leave bank in FY 2010 and a one-time addition of eight hours in FY 2011.

SUBJECT 2 – City/Local 39 Side Letter of Agreement

In the current four year MOU (July 1, 2007 through June 30, 2011), employees in Unit 1, represented by Local 39, are scheduled to receive a 3% wage increase July 1, 2009. In addition, a provision for an additional 1% increase was to be implemented in FY 2010 or FY 2011 if growth in the General Fund was 6% or more. If less than 6%, the parties agreed to a reopener limited to the additional increase. After discussions with the City, the Unit voted to agree to reopen the MOU in order to implement an informal agreement that would:

- Extend the MOU to June 30, 2012
- Defer the July 1, 2009, 3% wage increase by six months to January 1, 2010.
- No layoffs or furloughs for one year unless the State appropriates funds other than those under Proposition 1A passed in 2004.
- Freeze cash out of holiday leave for 15 months, effective July 1, 2009.
- Resolve the reopeners by a one-time addition of 24 hours of vacation leave in FY 2010 and eight hours in FY 2011.
- Provide a 2% wage increase on July 1, 2011.

The current agreement includes a provision for a 3% wage increase in FY 2011. This provision was not amended.

FISCAL IMPACT

SUBJECT 1 – City/CFMEA Side Letter of Agreement

The savings to the General Fund for the one year moratorium on merit increases and freeze in administrative leave cash out is estimated to be \$249,650.

The current dollar value of 24 hours of holiday leave for classes in the General Fund is approximately \$30,400. The value of holiday leave for all other funds is \$53,750. The dollar value of eight hours of holiday leave is \$10,100 for the General Fund and \$17,900 for all other funds. The full value of the leave does not necessarily translate into the same cost for the City. Leave that is not cashed out or does not result in Acting pay has no additional cost other than lost working time.

SUBJECT 2 – City/Local 39 Side Letter of Agreement

The savings to the General Fund for the six month wage deferral and the 15 month freeze in holiday leave cash out is estimated to be \$590,300. The cost for a 2% wage increase in FY 2012 is approximately \$771,000.

The value of 24 hours of vacation for employees paid through the General Fund is approximately \$45,270. The value of vacation for all other funds is \$351,900. The value of eight hours of vacation leave to the General Fund is approximately \$15,090. For the other funds, it is \$117,300. The cost to the City will vary from employee to employee. If there is no requirement to replace the employee, there will be some lost working time, but no additional cost. Departments have the ability to determine when vacation is scheduled.

July 7, 2009

Attachments: Side Letter of Agreement with the City of Fresno Management Employees Association – Unit 14
Side Letter of Agreement with the International Brotherhood of Operating Engineers, Stationary Engineers, Local 39 – Unit 1

**AGREEMENT BETWEEN
THE CITY OF FRESNO
AND
CITY OF FRESNO MANAGEMENT EMPLOYEES ASSOCIATION
(Management Confidential – Unit 14)**

**AGREEMENT REGARDING COMPENSATION AND BENEFITS AND EXTENSION
OF MEMORANDUM OF UNDERSTANDING**

The City of Fresno (City) and the City of Fresno Management Employees Association (Management Confidential – Unit 14), have met and conferred in good faith and concur that this Side Letter of Agreement sets forth the full and entire understanding of the parties regarding the Memorandum of Understanding (MOU) Article I, Sections B. and C.; Article II, Section A.; Article III, Section A.; Article IV, Sections A., B. and E.; Article V, Sections A. and D.; Article VII, Section A.; Article VIII Sections B., F., H. and I., and Article X, as follows:

ARTICLE I

PREAMBLE

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Article 1 of Chapter 3, * * * and Sections 3-101, * * * 3-320, * * * 3-501, * * * and 3-603 * * * of the Fresno Municipal Code (FMC) shall govern the construction, meaning, and application of words and phrases herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code, Section 3500 et seq., (commonly known as the Meyers-Millias-Brown Act or MMBA), applicable provisions of the Public Employment Relations Board (PERB), as may be amended from time to time, and Article 6 * * * of Chapter 3 * * * of the FMC. In the event of conflict between said laws and this MOU, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

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

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

ARTICLE III

CITY RIGHTS

A. GENERAL

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

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

- (1) determine the missions of its constituent departments, divisions, commissions, and boards;
- (2) set standards of service and municipal fees and charges;
- (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
- (4) direct its employees;
- (5) take disciplinary action;
- (6) relieve its employees from duty because of lack of work or other legitimate reasons;
- (7) maintain the efficiency of governmental operations;
- (8) determine the methods, means, and personnel by which government operations are to be conducted;
- (9) determine the content of job classifications;
- (10) take all necessary actions to carry out its mission;
- (11) exercise complete control and discretion over its organization and technology of performing its work."

ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

1. The City acknowledges the Association as the recognized employee organization representing the Management Confidential 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 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 shall accept proposals from the Association as early as **March * * * 1st of the year the MOU expires.**

B. UNIT DESCRIPTION

The Association represents one unit consisting of Management Confidential employees holding a permanent position, as defined in FMC Section **3-202** (p)(4), * * * in one of the classes listed in Exhibit 2.3 of the Salary Resolution, as such Unit may be modified from time to time in the manner designated in the FMC.

E. LOCKOUT AND STRIKES

2. No unlawful strike or work stoppages by City employees, as defined in the FMC Section **3-624** * * * shall be caused, instigated, encouraged, condoned, participated in, or honored by the Association or its members during the term of this MOU.

ARTICLE V

REPRESENTATION AND RESOLUTION OF CONCERNS

A. SCOPE OF REPRESENTATION

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

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

D. CORRECTIVE ACTIONS

Employment and separation of employment for employees holding a permanent position in the Unclassified Service, pursuant to FMC Section **3-277** * * * and Fresno City Charter Section 1000, will be consistent with the applicable provisions of the FMC and the Charter. Unclassified employees are not covered by Civil Service rules and are at-will employees who serve at the pleasure of the appointing authority.

ARTICLE VII

DUES DEDUCTIONS

A. GENERAL

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

Article VIII

COMPENSATION AND BENEFITS

B. SALARIES

This Unit is comprised of E-Range Compensation Plan classes (as reflected on Exhibit I.)

1. [§ deleted]
2. [§ deleted]
3. The parties agree to reopen the meet and confer process upon conclusion of the pending citywide Classification and Compensation Study. The meet and confer process will be for the purpose of discussing the results of the study. * * *
4. * * * Each fiscal year * * * during the MOU term, **except for the period of July 1, 2009 through June 30, 2010**, annual salary increases for employees occupying such classes shall be granted **and paid** upon annual performance evaluations using the following graduated, performance-based merit plan table. Any other increase to salaries outside the annual performance evaluation process must be approved by the Director of Personnel Services or designee.

OVERALL PERFORMANCE RATING CATEGORY	ASSOCIATED PERCENTAGE INCREASE	ADDITIONAL ADMINISTRATIVE LEAVE HOURS
Unsatisfactory/Needs Improvement	Zero Percent (0%)	0
Average	Zero Percent (0%)	0
Above Average	Three Percent (3%)	Up to 16
Superior	Four Percent (4%)	24 - 32
Outstanding	Five Percent (5%)	32

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and Extension of Memorandum of Understanding
City of Fresno Management Employees Association

5. Annual performance evaluations shall be conducted prior to an employee's anniversary date in the current position by the Department Director, utilizing the City of Fresno Performance Evaluation Form (Attachment "I"), with the associated percentage increase becoming effective on an employee's anniversary date. An "outstanding" rating must include a justification to the City Manager or designee in the Comments Section of the Performance Evaluation Form.
 - a. Should the Department Director not complete an employee's annual performance evaluation within thirty (30) days of an employee's anniversary date, a member of the CFMEA Executive Board or the designated business agent, shall communicate with the Department Director to determine the reason for delay in preparing the evaluation.
 - b. Following contact with the Department Director as noted in subparagraph a., above, a member of the CFMEA Executive Board or the designated business agent and the Labor Relations Division shall provide notice to the City Manager's Office if an annual performance evaluation is not completed within sixty (60) days of an employee's anniversary date.

All associated percentage increase * * * **granted** shall be effective on an employee's anniversary date, **except that the parties agree that there shall be no merit increases granted or paid during FY10.** * * * Administrative leave hours shall be effective July 1st of each fiscal year during the term of this MOU. During the term of this MOU, subsequent performance evaluations are to be completed by the anniversary date of each employee. If not prepared, subparagraphs a. and b. remain in effect.

6. **Retirement and Deferred Retirement Option Program ("DROP") Calculations between July 1, 2009 and June 30, 2011** – Effective July 1, 2009, through June 30, 2011, annual performance evaluations that result in a three percent (3%), four percent (4%) or five percent (5%) rating shall be included in any service retirement, disability retirement or DROP calculation pursuant to the applicable FMC sections. The inclusion of any non-pay merit rating in retirement or DROP calculations between July 1, 2009 and June 30, 2011, shall not be included in any retirement or DROP calculations after June 30, 2011.

F. LEAVES

4. Holiday Leave:

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

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

January 1

The third Monday in January

The third Monday in February

The last Monday in May

July 4

The first Monday in September

November 11

Thanksgiving Day in November

The Friday after Thanksgiving Day in November

December 25

Employee's Birthday

Two Personal Business Days (8 hours credited to holiday balance on July 1 and 8 hours credited on January 1)

Any day or part of a day declared by the Council, by Ordinance or Resolution, to be a holiday.

If January 1, July 4, November 11, or December 25 falls upon a Sunday, then the following Monday will be observed as the holiday in lieu of Sunday.

- b. Employees who are scheduled to and do work a regular shift on a holiday shall be credited with eight (8) hours of holiday leave on the first day of the pay period following the date of such work.
- c. When a holiday falls on a Saturday, or on an employee's regularly scheduled day off, an employee shall be credited with eight (8) hours of holiday leave on the first day of the following month.
- d. If an employee is required to and does work on the employee's birthday, or the employee's birthday falls on a holiday or any regularly scheduled day off, the employee shall be credited with

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eight (8) hours of holiday leave on the first day of the pay period following the birthday.

- e. Employees may request payment and be compensated for up to 48 hours or 25% of their holiday leave balance whichever is greater, each fiscal year during the term of this MOU.
- f. **Effective July 1, 2009, there shall be a one time addition of twenty-four (24) hours to employee holiday leave balances. Effective July 1, 2010, there shall be a one time addition of eight (8) hours to employee holiday leave balances.**

5. Administrative Leave:

Exempt employees shall receive sixty (60) hours of administrative leave each fiscal year, and **except for the period July 1, 2009, through June 30, 2010**, may request payment and be compensated for up to sixty (60) hours of their Administrative Leave balance during the fiscal year in which it is credited. **Effective July 1, 2010, any unused balance of Administrative Leave shall be converted to Holiday Leave.** Upon employment by the City, new employees appointed to exempt positions shall be credited with four hours of administrative leave for each full calendar month remaining in the fiscal year. Administrative leave not taken or compensated during the fiscal year in which it is credited shall not be added to the leave credited in the next fiscal year, nor carried over. Exempt employees shall be compensated for any administrative leave balance, not to exceed sixty (60) hours, upon termination from City service.

In addition, as outlined in Article VIII, Section B.4., the department director shall grant up to an additional thirty-two (32) hours administrative leave each fiscal year to exempt employees based on an annual job performance evaluation. The determination by the department director to grant the additional administrative leave shall be made at the time the annual performance evaluation is completed, and credited to the employee on the following July 1st. In determining the number of additional hours to be awarded, the director shall also consider the employee's extended work hours and attendance.

- a. The additional administrative leave granted cannot be cashed in by employees. However, earned, but uncredited additional administrative leave shall be paid to an employee at the time of separation from employment with the City.
- b. Employees not otherwise eligible for administrative leave who are provisionally appointed to permanent positions in classes eligible for administrative leave, and new employees, shall not be granted any part of this additional administrative leave.

H. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section **3-118**, an employee in this Unit who suffers an injury or illness in the course and scope of City employment shall receive seventy-six (76%) of the

Side Letter Agreement re: Compensation and Benefits
and Extension of Memorandum of Understanding
City of Fresno Management Employees Association

employee's full salary from the City. Employees on "light duty" as a result of an injury or illness suffered in the course and scope of employment shall receive their regular salary during the period of light duty.

I. COURT TIME

Notwithstanding the provisions of FMC Section **3-109**, * * * an employee in this Unit who receives a notice or subpoena requiring a court appearance during a pre-approved vacation, holiday or administrative leave shall be credited with annual leave, holiday or administrative leave equivalent to the actual number of hours spent in court on such day(s).

ARTICLE X

TERMINATION

The provisions of this MOU shall be in full force and effect from July 1, **2009** * * *
to June 30, **2012**, * * * 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 shall remain in full force and effect through June 30, **2012**.
* * *

This agreement does not change any other terms and conditions of the MOU.

**FOR CITY OF FRESNO
MANAGEMENT EMPLOYEES
ASSOCIATION**

FOR THE CITY OF FRESNO

E. DENNIS MAJOR
Business Manager

KENNETH PHILLIPS
Labor Relations Manager

DATE _____

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

BY: *Josmi R. Lagatzer*
Deputy City Attorney

AGREEMENT BETWEEN
THE CITY OF FRESNO
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
STATIONARY ENGINEERS, LOCAL 39
NON-SUPERVISORY BLUE COLLAR, UNIT 1

**EXTENSION OF MOU
WAGES
HOLIDAY CASH OUT
OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The City of Fresno (City) and the International Union of Operating Engineers, Stationary Engineers, Local 39 (Union), have met and conferred in good faith and agree that this Extension of the Memorandum of Understanding sets forth the full and entire understanding of the parties regarding modification of Memorandum of Understanding (MOU) Article IV, Section A., Subsection 1.; Article VII, Section B., Subsection 3 and Subsection 4., Paragraph a through c; Article VII, Section H, Subsection 1.; Article X, Section A.; Article X, Section D. currently in effect Fiscal Year 2009 through Fiscal Year 2011; and matters relating to layoff or furlough as follows:

ARTICLE IV - RECOGNITION, SECTION A. UNIT RECOGNITION

1. The City acknowledges the Union as the recognized employee organization representing the Unit, and therefore, agrees to meet and confer in good faith promptly upon request by the Union and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to make every reasonable effort to reach agreement on a successor Agreement at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the Union as early as March 4, 2011 **1st of the year that the MOU terminates.**

ARTICLE VII – COMPENSATION AND BENEFITS, SECTION B. SALARIES

Fiscal Year 2010 (Subsection 3, Paragraphs a. through c.)

The parties agree that the three percent (3%) general wage increase scheduled for July 1, 2009, shall be deferred until January 1, 2010.

The parties agree that, in lieu of an additional 1% increase subject to 6% growth in the General Fund (which has not occurred), the City shall provide a one time addition of three (3) days (twenty-four (24) hours) into the vacation banks of full time employees in Unit 1. Employees who are at the maximum vacation accrual, or would be at the maximum through the addition of the aforementioned three (3) days, shall have three (3) days (twenty-four (24) hours) added to their holiday bank instead.

Fiscal Year 2011 (Subsection 4, Paragraphs a. through c.)

The 3% general wage increase shall occur as scheduled.

The parties agree that, in lieu of an additional 1% increase subject to growth in the General Fund, the City shall provide a one time addition of one (1) day (eight (8) hours)

Side Letter Agreement re: Extension of MOU, Wages, Holiday Cash Out
And Other Terms and Conditions of Employment
International Union of Operating Engineers,
Stationary Engineers, Local 39

into the vacation banks of full time employees in Unit 1. Employees who are at the maximum vacation accrual, or would be at the maximum through the addition of the aforementioned one (1) day, shall have one (1) day (eight (8) hours) added to their holiday bank instead.

Fiscal Year 2012 (New)

The parties agree that that salaries shall be increased by two percent (2%) effective July 1, 2011.

ARTICLE VII – COMPENSATION AND BENEFITS, SECTION H. LEAVES

1. Holidays

For the period July 1, 2009 through September 30, 2010, employees shall not request or receive payment for any holiday leave balance except when terminating City employment. Effective October 1, 2010, the provisions of paragraph d. regarding holiday shall be effective.

LAYOFFS AND FURLOUGHS

The City agrees that there will be no layoffs resulting in demotion or termination, or furloughs for employees in Unit 1 for the period July 1, 2009 through June 30, 2010 as long as the adopted State government budget only borrows City revenues under Proposition 1A passed by the electorate in 2004.

If the adopted State government budget takes revenues beyond Proposition 1A passed by the electorate in 2004 (an example would be gas tax revenues), layoffs or furloughs may occur between July 1, 2009 and June 30, 2010.

If layoffs resulting in demotion or termination occur as set forth in the paragraph above, the City agrees that Temporary employees performing work matching either the work of laid off employees or work that would accrue to a position that could be claimed through layoff will be released before any permanent employees are laid off.

If layoffs resulting in termination of a permanent employee occur between July 1, 2009 and June 30, 2010, an employee who would otherwise be released from employment in accordance with the layoff provisions of the Fresno Municipal Code, will be offered temporary work being performed by a Temporary employee if such work is available. Such work would be offered as a Temporary position.

GENERAL PROVISIONS

All Side Letters of Agreement in effect in July 2009 shall remain in effect through June 30, 2012 unless amended or terminated by mutual agreement of the parties.

The agreements noted above supersede all applicable provisions of the MOU.

Side Letter Agreement re: Extension of MOU, Wages, Holiday Cash Out
And Other Terms and Conditions of Employment
International Union of Operating Engineers,
Stationary Engineers, Local 39

**FOR STATIONARY ENGINEERS,
LOCAL 39:**

FOR THE CITY OF FRESNO:

JERRY KALMAR
Business Manager

KENNETH PHILLIPS
Labor Relations Manager

JOAN BRYANT
Director of Public Employees

MARINA MAGDALENO
Business Representative

DATE _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: Donni R. Hagkateha
Deputy City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO MAKING THE FIRST AMENDMENT TO RESOLUTION NO. 2009-152 ENTITLED "A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ESTABLISHING RULES FOR THE APPLICATION OF CITY EMPLOYEE COMPENSATION RATES AND SCHEDULES AND RELATED REQUIREMENTS, AND ESTABLISHING COMPENSATION RATES AND SCHEDULES FOR FY 2010"

RESOLVED, by the Council of the City of Fresno, as follows:

SECTION 1.

Exhibit 1, Unit 1, Non-supervisory Blue Collar (Local 39), is hereby amended to implement the Side Letter of Agreement between the City and the International Union of Operating Engineers, Stationary Engineers Local 39, to establish the salaries in the said exhibit at the July 1, 2008 rates.

SECTION 2.

Upon final legislative approval, this resolution shall become effective retroactively as of July 1, 2009.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____, 2009.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2009

Mayor Approval/No Return: _____, 2009

Mayor Veto: _____, 2009

Council Override Vote: _____, 2009

REBECCA E. KLISCH
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: Tommi R. Haghatelian
Deputy City Attorney

EXHIBIT 1
Unit 1 – Non-Supervisory Blue Collar (Local 39)

CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Airport Maintenance Leadworker	310010	6	3134	3291	3456	3630	3809
Airports Building Maintenance Technician	310011	12	2960	3108	3266	3428	3599
Airports Operations Specialist	310012	6	2842	2986	3134	3291	3456
Automotive Parts Leadworker	145006	6	3068	3223	3385	3554	3732
Automotive Parts Specialist	145005	6	2784	2922	3068	3223	3385
Body & Fender Repairer	320036	6	3560	3738	3926	4123	4329
Body & Fender Repairer Leadworker	320037	6	3926	4123	4329	4545	4774
Body & Fender Repairer Trainee	320035	6	2927	3074	3230	3390	3560
Brake & Front End Specialist	710085	6	3926	4123	4329	4545	4774
Bus Air Conditioning Mechanic	320031	6	3560	3738	3926	4123	4329
Bus Air Conditioning Mechanic Leadworker	320032	6	3926	4123	4329	4545	4774
Bus Air Conditioning Mechanic Trainee	320030	6	2927	3074	3230	3390	3560
Bus Equipment Attendant Leadworker	320040	6	2810	2952	3102	3256	3419
Bus Mechanic I	320020 ²	-	2927	3074	3230	3390	3560
Bus Mechanic II	320021	6	3560	3738	3926	4123	4329
Bus Mechanic Leadworker	320022	6	3926	4123	4329	4545	4774
Collection System Maintenance Operator I	630003 ²	-	2453	2566	2684	2806	2938
Collection System Maintenance Operator II	630001	12	3037	3188	3348	3514	3691
Collection System Maintenance Operator III	630002	12	3348	3514	3691	3875	4071
Combination Welder II	710065	6	3560	3738	3926	4123	4329
Combination Welder Leadworker	710066	6	3926	4123	4329	4545	4774
Communications Technician I	710050 ²	-	3542	3720	3904	4099	4304
Communications Technician II	710051 ⁴	12	3904	4099	4304	4520	4747
Cross Connection Control Technician	610040	6	3524	3701	3886	4082	4288
Custodian	810001	12	2187	2288	2400	2508	2624
Electronic Equipment Installer	710060	6	2849	2993	3142	3299	3465
Equipment Service Worker I	710075	12	2270	2382	2502	2628	2757
Equipment Service Worker II	710076	6	2973	3122	3278	3444	3617

EXHIBIT I
Unit I -- Non-Supervisory Blue Collar (Local 39)

CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Fire Equipment Mechanic I	420010	6	2927	3074	3230	3390	3560
Fire Equipment Mechanic II	420011	6	3560	3738	3926	4123	4329
Fire Equipment Mechanic Leadworker	420012	6	3926	4123	4329	4545	4774
Heavy Equipment Mechanic I	710100 ²	—	2927	3074	3230	3390	3560
Heavy Equipment Mechanic II	710101	6	3560	3738	3926	4123	4329
Heavy Equipment Mechanic Leadworker	710102	6	3926	4123	4329	4545	4774
Heavy Equipment Operator	710025	6	3560	3739	3928	4124	4330
Helicopter Mechanic	410040	12	3560	3738	3926	4123	4329
Helicopter Mechanic Leadworker	410041	12	3926	4123	4329	4545	4774
Instrumentation Specialist	620025	6	3968	4165	4373	4593	4824
Instrumentation Technician	620026	12	3478	3652	3835	4027	4229
Irrigation Specialist	510005	6	3064	3216	3379	3548	3725
Laborer	710005	12	2453	2566	2684	2806	2938
Light Equipment Mechanic I	710095 ²	—	2927	3074	3230	3390	3560
Light Equipment Mechanic II	710096	6	3560	3738	3926	4123	4329
Light Equipment Mechanic Leadworker	710097	6	3926	4123	4329	4545	4774
Light Equipment Operator	710020	6	3134	3291	3456	3630	3813
Locksmith	810015	6	2960	3108	3266	3428	3599
Maintenance & Construction Worker	710015	6	2842	2986	3134	3291	3456
Maintenance & Service Worker	710001	6	2106	2212	2323	2441	2563
Maintenance Carpenter I	810020	6	3257	3420	3592	3771	3961
Maintenance Carpenter II	810021	6	3592	3771	3961	4160	4369
Mini Bus Operator	320010	6	2316	2432	2555	2681	2814
Park Equipment Mechanic II	710110	6	3230	3390	3560	3738	3926
Park Equipment Mechanic Leadworker	710111	6	3560	3738	3926	4123	4329
Parking Meter Attendant I	710125 ⁴	12 ⁴	2357	2475	2600	2729	2865
Parking Meter Attendant II	710126 ⁴	12 ⁴	2600	2729	2865	3010	3161
Parking Meter Attendant III	710127	6	2865	3010	3161	3318	3485
Parks Maintenance Worker I	510001	12	2398	2519	2643	2778	2916
Parks Maintenance Worker II	510002	6	2904	3049	3203	3362	3531

EXHIBIT 1
Unit 1 – Non-Supervisory Blue Collar (Local 39)

CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Parks Maintenance Leadworker	510003	6	3064	3216	3379	3548	3725
Power Generation Operator/Mechanic	620055	6	3862	4054	4257	4470	4695
Property Maintenance Worker I	810005 ⁴	12 ⁴	2683	2821	2960	3108	3266
Property Maintenance Worker II	810006 ⁴	12 ⁴	3050	3203	3364	3532	3707
Property Maintenance Leadworker	810007	6	3266	3428	3599	3779	3969
Roofer	810010	6	2960	3108	3266	3428	3599
Senior Communications Technician	710052	6	4304	4520	4747	4985	5236
Senior Custodian	810002	6	2302	2417	2537	2668	2800
Senior Heavy Equipment Operator	710026	6	4382	4604	4833	5074	5330
Senior Waste Container Maintenance Worker	640012	6	3191	3351	3520	3695	3882
Senior Wastewater Treatment Plant Operator	620043	6	4062	4265	4478	4702	4938
Solid Waste Safety & Training Specialist	640005	6	3378	3547	3726	3914	4109
Street Maintenance Leadworker	710040	6	3134	3291	3456	3630	3813
Street Sweeper Lead Operator	710036	6	3260	3423	3595	3773	3964
Street Sweeper Operator II	710035	6	2956	3105	3260	3423	3595
Tire Maintenance & Repair Technician	710081	6	2872	3015	3167	3326	3492
Tire Maintenance Worker	710080	6	2630	2759	2900	3046	3199
Traffic Maintenance Leadworker	710046	6	3158	3316	3483	3657	3840
Traffic Maintenance Worker I	710044 ⁴	12 ⁴	2603	2734	2871	3014	3167
Traffic Maintenance Worker II	710045	6	2863	3006	3158	3316	3483
Tree Trimmer Leadworker	510010	6	3291	3456	3630	3813	4003
Utility Leadworker	710010	6	2847	2977	3121	3266	3419
Waste Collector II	640020	6	2558	2685	2818	2961	3108
Waste Collector Leadworker	640021	6	2961	3108	3265	3427	3600
Waste Container Maintenance Assistant	640010	6	2503	2629	2758	2898	3045
Waste Container Maintenance Worker	640011	6	2946	3093	3247	3410	3583
Wastewater Distributor	620050	6	2530	2661	2792	2933	3079
Wastewater Lead Distributor	620051	6	3013	3164	3322	3488	3663
Wastewater Treatment Plant Lead Mechanic	620062	6	3862	4054	4257	4470	4695

EXHIBIT I
Unit 1 – Non-Supervisory Blue Collar (Local 39)

CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E
Wastewater Treatment Plant Mechanic I	620060	6	2861	2993	3129	3278	3436
Wastewater Treatment Plant Mechanic II	620061	6	3602	3783	3972	4170	4379
Wastewater Treatment Plant Operator-In-Training	620040 ¹	–	2530	2661	2792	2933	3079
Wastewater Treatment Plant Operator I	620041	6	3117	3273	3438	3610	3789
Wastewater Treatment Plant Operator II	620042	6	3499	3675	3862	4051	4256
Water System Operator I	610025	6	3082	3237	3398	3567	3748
Water System Operator II	610026	6	3419	3591	3769	3959	4158
Water System Operator III	610027	12	4299	4515	4742	4978	5227