

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**STATIONARY ENGINEERS  
LOCAL 39 – UNIT 13**

**(CRAFTS AND TRADES)**

**AND**

**THE COUNTY OF FRESNO**

**DECEMBER 21, 2015 – JULY 3, 2016**

# UNIT 13

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### ADDENDA/ATTACHMENTS

ADDENDUM – SALARIES  
ATTACHMENT – EMPLOYEE GRIEVANCE FORM

## **INTRODUCTION/PURPOSE**

We, the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and the Stationary Engineers - Local 39, International Union of Operating Engineers, hereinafter referred to as "Union", having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for representation Unit 13 (Unit). It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU.

## **RECOGNITION**

Pursuant to the provisions of the Fresno County Employee Relations Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate State law, the County hereby recognizes the Union as the exclusive representative for all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in Unit 13.

Should any classification be certified for inclusion by the Fresno County Civil Service Commission during the term of this MOU, the Employee Relations Ordinance, section 3.12.240 governs.

## **MANAGEMENT RIGHTS**

- A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.
- B. No portion of this County Management Rights article shall be construed to obligate the County in any way.
- C. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- D. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.
- E. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- F. This article is not intended to restrict consultation with the Union at the request of the latter regarding matters within the right of the County to determine.
- G. All decisions made in accordance with County Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.

- H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
1. determine the mission of its constituent departments, commissions, boards, and committees;
  2. set standards of services and evaluate the County's effectiveness in delivery of these services;
  3. determine the procedures and standards for employee selection, promotion, demotion, transfer, reassignment, and/or layoff;
  4. select, train, direct, assign, demote, promote, layoff, dismiss its employees;
  5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the United States mail;
  6. take disciplinary actions;
  7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
  8. evaluate and maintain the efficiency of County operations;
  9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;
  10. determine the content of job classifications;
  11. take all necessary actions to carry out its mission in emergencies as specified in County Ordinance Code Chapter 2.44, including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
  12. exercise complete control and discretion over its organization and the technology to perform its work;
  13. make rules and regulations pertaining to employees consistent with this MOU;
  14. make all financial and budgetary decisions;
  15. establish, allocate, schedule, assign, modify, change, and discontinue workshifts, working hours and workweeks;
  16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;
  17. engage consultants for any future or existing function or operation of the County;
  18. order overtime.

## **ACCESS**

Consistent with the County's Employee Relations Ordinance, authorized Union business representatives will be granted reasonable access to work locations, with the approval of the appropriate management representative, for the purpose of conducting grievance investigations and observing working conditions.

## **BULLETIN BOARDS**

The County shall provide space for and permit the installation of Union bulletin boards for official Union notices at each central work location where the Union represents members of this Unit. Such bulletin boards shall be maintained by the Union in accordance with provisions of the County's Employee Relations Ordinance, shall be approximately 4' x 3' and shall be available for Union posting only.

## **MEETING SPACE**

The County, at the Union's request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. The Union shall provide timely advance notice (24 hours) of such meetings. The Union also agrees to pay any documented additional costs of security, supervision, damage and cleanup, and shall comply with County regulations for assignment and use of such facilities.

## **RELEASE TIME**

When the Union wishes to be represented by a County employee(s) rather than a business representative at meetings within the scope of representation which affect the Unit, such employee representative(s) will have release time for presentations to County boards, committees and commissions and for meeting with management at the department and county-wide level. A written notice will be provided to the County's negotiating representative and the department head at least twenty-four (24) hours prior to the scheduled meeting unless waived by mutual agreement. Reasonable release time will be approved if it does not interfere with the performance of County services, as determined by the department head.

## **STEWARDS**

The Union may select a steward for each centralized worksite. When more than thirty (30) employees are permanently assigned to any centralized worksite, two (2) stewards may be selected. The steward shall be given reasonable release time to notify the Union's business representative of grievances or violations of this MOU and/or to investigate such grievances consistent with the grievance procedure.

Stewards will not process grievances. The County agrees that the Union business representative will be granted reasonable access (after notification to the management representative in charge) to the steward and concerned member or members upon receiving a report of a grievance or violation of this MOU. The Union agrees that the business representative will notify the management representative in charge immediately upon arrival at a work location.

The Union shall provide, in writing, a list of all stewards to the Labor Relations Manager and the appropriate department head(s) in January and July in each year. Further, the Union shall notify the Labor Relations Manager and the appropriate department head(s) each time there is a change of stewards.

### **REPRESENTATION RIGHTS**

The County shall adhere to representation rights as detailed in the U.S. Supreme Court decision on N.L.R.B. versus J. Weingarten, Inc. Alleged misapplications of “Weingarten Rights” shall not be subject to the Employee Grievance Procedure.

### **UNION/MANAGEMENT MEETINGS**

The parties recognize that timely resolution of operational/service issues is in the best interest of employees, the County and the customers we serve. Therefore, the parties agree that employees are required to follow their chain of command (beginning at the lowest level supervisor/manager as appropriate) to resolve operational issues that arise and to make recommendations regarding such operations/services issues.

The Union representative and no more than two stewards (two total for Local 39 per department) shall have the opportunity to meet with a department head (Internal Services and Public Works and Planning) or his/her designee in or around January, April, July and October of each year to discuss issues that were not resolved through the normal chain of command and/or make recommendations regarding operations/service issues. If the Union desires to meet, they shall submit an agenda of the issues that they wish to discuss to the department head in advance of the scheduled meeting. The Union or management may schedule additional meetings by mutual agreement. This language does not preclude employees from seeking remedy through any other lawful avenue

### **DUES DEDUCTIONS**

Each employee may or may not become a Union member at their option. A registry shall be maintained in the Payroll section of the Auditor-Controller/Treasurer-Tax Collector’s Office for Union inspection.

Union members may withdraw their membership during the last month prior to the expiration of the MOU, when the MOU expires and there is no successor MOU/extension in effect, or when their job classification is removed from the Unit.

The County shall deduct, once each pay period, the amount of regular and periodic dues, fees and other monies as may be agreed upon between the County and the Union under the authority of an authorization card furnished by the County and signed and dated by the employee.

Said deduction, together with a written statement of the names with amounts deducted, shall be forwarded promptly to the Union office.

Subject to all provisions of the Employee Relations Ordinance of the County of Fresno, the County agrees to continue deducting dues, fees and other agreed monies from employee's pay. The Union agrees to indemnify and hold the County harmless from any and all claims, demands, suits, or any other action arising from this article of the MOU.

### **ADMINISTRATIVE HEARINGS**

Upon the approval of the department head or his/her designee, a maximum of two (2) employees shall receive compensation, as if they were working, for appearing as a witness in a Fresno County hearing related to an employee grievance, discrimination complaint, or Civil Service Commission matter.

### **ANNUAL LEAVE**

All employees covered by this MOU hired on or before October 9, 1983, will participate in the Annual Leave II (formally known as New Annual Leave) Plan as governed by the Fresno County Salary Resolution, Section 600.

All employees covered by this MOU hired after October 9, 1983, will participate in the Annual Leave IV Plan as governed by the provision of Salary Resolution, Section 600.

### **ANNUAL LEAVE INTEGRATION**

The County and the Union agree that when an employee in the Unit wishes to integrate SDI with annual leave, he/she must notify his/her department of the intent to file an SDI claim with the State Employment Development Department (EDD). The employee's department will do one of the following:

1. If the employee elects not to integrate annual leave and SDI, the department should follow its current procedures in relation to leaves of absence.
2. If the employee elects to integrate annual leave and SDI, an annual leave/SDI Integration Authorization Form must be completed. This form is submitted to the employee's supervisor. The integration of benefits will begin within the pay period in which the form is completed, signed and received by the employee's supervisor. There will be no retroactive integration of benefits. It remains the employee's responsibility to notify his/her department of their decision regarding annual leave/SDI integration options.

It is further agreed that an employee disabled and hospitalized will receive payment of benefits from the first day of hospitalization until such employee returns to work or exhausts his/her annual leave balance. An employee disabled, but not hospitalized, will receive benefits after a seven (7) calendar day waiting period is met. However, if disability exceeds twenty-one (21) days, payment of benefits is retroactive to the first day of disability.

The foregoing agreement is consistent with an annual leave/SDI Integration Benefit Agreement between Fresno County and EDD.

## **BEREAVEMENT LEAVE**

Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of twenty-four (24) hours (to begin no later than 15 working days after notification and, if non consecutive, to conclude no later than 30 calendar days from notification) per bereavement for the death of a qualifying relative. A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, father, brother, sister, child (including California Health and Safety Code, Section 102950), grandmother, grandfather, or grandchild. Also qualifying shall be an employee's corresponding relative through their legally recognized spouse: spouse's mother, spouse's father, spouse's brother, spouse's sister, spouse's child (including California Health and Safety Code, Section 102950), spouse's grandmother, spouse's grandfather, or spouse's grandchild. Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled, but not worked.

Employees may request use of annual leave when the employee desires time off in excess of twenty-four (24) hours for bereavement-related purposes.

In determining the number of hours to be permitted for a bereavement, the department head will, in addition to other factors, consider potential interruption of service.

Employees taking Bereavement Leave shall submit a statement under penalty of perjury on a form provided by the County stating the name of the deceased, place of death, relationship to the employee, and circumstances showing that the time taken as Bereavement Leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

## **COURT APPEARANCES**

All employees shall receive full compensation as though they were performing their regular duties during such time as they are required to appear as a witness before any Grand Jury or in any court as:

1. A juror;
2. Witness in a criminal case;
3. Witness in a civil case for the purpose of giving testimony as to facts related to or the knowledge of which they have received in the course of their County employment;
4. A party to an action arising out of the course of County employment.

Any employee who initiates an action against the County or who appears in court on behalf of an employee organization against the County shall not receive paid time off for such appearance.

The employee shall claim any jury, witness or other fee to which the employee may be entitled by reason of such appearance and forthwith pay the same over to the Auditor-Controller/Treasurer-Tax Collector (hereinafter Auditor-Controller) to be deposited in the appropriate fund of the County. This reimbursement shall not apply to any meal allowance or

travel allowance. Employees covered by this MOU shall not be compensated for performing as a member of any Grand Jury.

Employees assigned to rural work sites (excluding Fresno metropolitan area) may request, through the appropriate departmental chain of command, to be temporarily reassigned to a different yard when they must appear as a juror. Such reassignments will be with two (2) weeks advance notice, unless a shorter notice is mutually agreeable, are solely at the discretion of management, and are not appealable or grievable.

### **HEALTH AND WELFARE BENEFITS**

All employees covered by this MOU shall be provided with county sponsored medical, dental and vision benefits, which can be obtained at the Department of Personnel Services, Employee Benefits, or the Union.

### **HEALTH INSURANCE**

1. During Plan Year 2015, the County will contribute, on behalf of each employee the following amount per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$223	N/A	\$223
Employee plus Child(ren)	\$223	\$95	\$318
Employee plus Spouse	\$223	\$95	\$318
Employee plus Family	\$223	\$100	\$323

2. The term of this agreement shall be December 8, 2014, through December 6, 2015. The County and Union agree to maintain the current 2015 health benefit contribution rate (as identified above) for Health Plan Year 2016.
3. A minimum of one (1) health benefit plan, one (1) dental benefit plan, one (1) vision benefit plan, and one (1) pharmacy benefit plan will be available to employees and their dependents during Plan Year 2015. If, during the term of this agreement, any of the health benefit plan(s), dental benefit plan(s), vision benefit plan, mental health plan, or the pharmacy benefit plan is unable to fulfill its contractual obligation, the County, upon consultation with the Health Benefits Advisory Committee (HBAC), if necessary, will secure a suitable replacement.
4. Any employee participating in the County's Health Benefit Program must enroll in one of the Health Insurance Plan(s), unless an employee chooses to opt out of the County's Health Benefit Program.
5. Unless otherwise court ordered, eligible employees may choose to opt out of the County's Health Benefit Program (including any related life insurance program) for Health Plan Year 2016 by completing the Opt Out Form and by providing written proof that they have medical coverage from another group health insurance plan. In addition, the employee

must verify that a discontinuance of the County's Health Benefit Program does not constitute a violation of any court order or legal obligation that the employee may be subject to. Eligible employees may only opt out during the designated open enrollment period for each respective Health Benefit Plan Year as defined by Personnel Services or via a qualifying event (must be turned in within 30 days of the effective date of other group health insurance). Group health insurance plan is defined as employer-sponsored medical coverage.

In the event an employee, who has opted out of the County's Health Benefit Program, subsequently loses his/her alternate medical coverage due to a qualifying event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the County's Health Benefit Program. It shall be the responsibility of the employee to notify Employee Benefits within 30 days of the qualifying event.

Any employee who opted out of the County's Health Benefit Program for the 2015 Plan Year and desires to maintain their opt out status for subsequent Health Plan Year 2016, must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by Personnel Services. If an Opt Out Form for Health Plan Year 2016 is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by Personnel Services, said employee shall be enrolled in the non-Kaiser HMO Health Plan and DHMO Dental Plan. Additionally, any employee who has opted out of the County's Health Benefit Program may re-enroll in the Program during the Annual Open Enrollment period.

6. Any newly hired employee eligible to participate in the County's Health Benefit Program must enroll in one of the Health Insurance Plan(s), unless the newly hired employee chooses to opt out (as delineated in No. 5 above) of the County's Health Benefit Program no later than the first Monday of the second pay period of employment. Any newly hired employee who does not select one of the Health Insurance Plan(s) and does not opt out of the County's Health Benefit Program by the stated deadline, shall be enrolled in the non-Kaiser HMO Health Plan and DHMO Dental Plan.
7. If during the term of this agreement the State or Federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plan(s) which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
8. Pursuant to the HBAC agreement, the parties agree to continue to meet and discuss the County's health benefit program before the commencement of each Plan Year.

### **HOLIDAYS**

The dates listed below shall be paid holidays and shall be observed subject to provisions contained in this MOU and the Salary Resolution:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January

Washington-Lincoln's Day	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

When January 1, March 31, July 4, November 11, or December 25 fall on a Saturday, they shall be observed on the preceding Friday.

When January 1, March 31, July 4, November 11, or December 25 fall on a Sunday, they shall be observed on the following Monday.

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work, or on approved annual, vacation or sick leave, on their last assigned shift immediately before and after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before and/or after a County holiday may be required by the department head, with reasonable cause (e.g., when an employee has a documented pattern of use of illness or sick leave prior to or immediately after holidays), to provide a statement from a California licensed physician affirming that a medical reason necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

Compensation for Time Worked on a Holiday

When employees represented by this Unit are required to work on a holiday as listed herein, the time so worked shall be compensated at the rate of two and one-half (2½ ) times the employee's base hourly rate of pay for the first eight (8) hours worked and at time and one-half (1½) the employee's base hourly rate of pay for all subsequent hours worked on the holiday. Holiday compensation shall include all consecutive shift hours worked when a major portion (greater than 50%) of the shift is worked on the holiday. Holiday compensation shall be limited to a single consecutive shift worked on the holiday. Holiday compensation is not included as Fair Labor Standards Act (hereinafter FLSA) overtime in the FLSA work period.

In lieu of the two and one-half (2½) time holiday compensation mentioned herein, an employee can choose to receive holiday credit (straight time) equal to the number of hours worked on a holiday up to eight (8) hours. In addition, the employee would receive compensation of time and one-half (1½) for all hours worked on a holiday.

**LIFE INSURANCE**

The County agrees to offer life insurance at the option of individual employees. Such insurance is to be paid for by employees opting to receive this insurance and shall be subject to provisions as established by the County and the insurance carrier. The County agrees, at

the request of the Union, to meet and confer on the impact of any change in such provisions presently established.

### **ON-THE-JOB INJURIES**

Employees who are seriously injured; or who become ill; or who are exposed to toxic materials; any of which are a result of an incident or exposure on the job which causes need for medical treatment and who cannot return to work, as verified by a California licensed physician's statement, on the day such incident occurs, shall receive their full normal compensation for that day as though they had continued to work. There shall be no required use of annual or sick leave time for such day.

### **RETIREMENT**

All employees covered by this MOU shall be members of the Fresno County Retirement System, which system shall be administered by the Fresno County Retirement Board in accordance with the provisions of the County Employees Retirement Law of 1937 (Government Code Title 3, Division 4, Part 3, Chapter 3) and applicable by-laws and regulations of the Fresno County Retirement Board.

### **UNIFORMS**

Employees may, at the discretion of the department head, be required to wear specified uniforms, including smocks, which shall be provided and maintained by the County.

Uniformed employees shall begin each workshift in uniform, which uniform shall be clean and in good repair.

The County shall pay for all job-related cleaning, repair and maintenance of uniforms.

The County agrees to include as a part of the County's renewal of the county-wide uniform vendors contract, the following provisions in a new contract:

- A. Optional coveralls for those work assignments as determined by management. The specific number of coveralls will be mutually decided between the employee and management.
- B. Availability of cotton shirts and cotton pants.
- C. Opportunity for employees to purchase uniform jackets at County cost.

### **SALARIES**

Salaries of all classifications covered by this MOU shall be as specified on Addendum – Salaries. The addendum shall include the job title and salary steps.

## **COMPUTER PROGRAMMING MODIFICATIONS**

Notwithstanding any language in this MOU to the contrary, the respective articles of this MOU which will involve modifications to existing computer programs of the County shall not become effective until the beginning of the payroll period following the completion of such modifications. Furthermore, the provisions of this article shall not be used by the County to extend the effective date of salary changes.

## **OVERTIME**

All employees of this Unit shall be eligible to receive overtime compensation.

Overtime is defined as follows:

- A. Authorized work performed in excess of the normal work schedule (e.g., over eight, hours per day), or; nine, ten, etc.,
- B. Authorized work performed over forty (40) hours in a FLSA work period.

Overtime defined above (A) shall be compensated in cash at the rate of one and one-half (1½) the employee's base hourly rate of pay.

Overtime defined above (B) shall be compensated in cash at the rate of one and one-half (1½) the employee's regular rate of pay, as defined by provisions of the FLSA. The fact that the County may initially calculate overtime based on the regular rate of pay for all overtime hours worked does not obviate the County's future exclusive right to differentiate between overtime rates as set forth herein.

Employees covered by this MOU in departments designated in Section 812.14 of the Salary Resolution may accrue compensatory time off up to a maximum of forty (40) hours. Employees may request to be paid in cash at anytime for accrued hours. Use of compensatory time off shall be at a time mutually agreed upon by the employee and department head or his/her representative. Compensatory time off balances may be paid off annually in cash at a time selected by the department head at his/her discretion. All payments of compensatory time off shall be made at the hourly rate the accrued time was earned.

Overtime worked on a holiday shall be compensated as set forth in the Holidays article of this MOU.

Should employees of this Unit be scheduled by management to work more than seven (7) consecutive days, commencing on the eighth (8<sup>th</sup>) day, the employee will be compensated at two (2) times his/her hourly rate of pay for each hour worked until such time as two (2) consecutive days off are received.

To permit employees the opportunity to work overtime on a volunteer basis, and clarify that any such overtime worked will not be subject to the double time pay provision, the following procedure will be used. Each current employee shall be provided a form upon which to declare interest in volunteering to work overtime. Employees may either complete the form thereby indicating an interest in such work; or, discard it. Employees who return the form shall

not be entitled to double time pay for the eighth (8<sup>th</sup>) consecutive day worked nor days thereafter. Employees' volunteer status may be rescinded at any time by a simple statement in writing to the department head to that effect.

This payment shall only apply when the employee has been scheduled by management and ordered to work more than seven (7) consecutive work days and does not apply when the work is a result of call-back.

### **CALL-BACK PAY**

Employees of this Unit shall not be placed on-call and restricted as to movement during off-duty hours.

An employee shall be eligible for call-back pay when all of the following conditions are met:

- A. The employee is unexpectedly ordered to return to work and does in fact return to work.
- B. The order to return to work is given following termination of the employee's normal shift and departure from the work location.
- C. Such return to work occurs not less than two (2) hours prior to the established starting time of the employee's next shift.

Compensation for call-backs during each twenty-four (24) hour period shall be the greater of:

- A. Two (2) hours at the rate of time and one-half (1½); or
- B. Each hour or fraction thereof worked from the time of call-back to the time the employee returns home at the rate of time and one-half (1½).

Time worked as a result of a call-back shall not be considered scheduled overtime.

Employees called back, and who meet the criteria for use of private vehicles, shall be reimbursed for mileage driven to and from home when called back at the current reimbursement rate.

Under these circumstances, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed those in a work period under FLSA provisions. In the latter instance, the employee shall be paid at the rate of time and one-half (1½) his/her regular hourly rate of pay, as defined by FLSA. The fact that the County may initially calculate overtime based on the regular rate of pay for all overtime hours worked does not obviate the County's future exclusive right to differentiate between overtime rates as set forth herein.

An eligible employee may elect to receive compensatory time off in lieu of cash in accordance with the Overtime Article (Compensatory Time Off provision) of this MOU and subject to the forty (40) hour maximum.

## **SHIFT PREMIUM**

The regular day shift will consist of eight (8) working hours between 5:00 a.m. and 7:00 p.m. as scheduled by the department head. No shift differential shall be paid when the entire eight (8) hour shift falls between these hours. In addition, any employee whose regular work hours begin and conclude between 5:00 a.m. and 7:00 p.m. shall not receive shift differential pay for any overtime worked. Finally, employees working a regular day shift flexible work schedule which extends into the above stated hours shall not be eligible for shift differentials.

Whenever an employee who by assignment or by rotation works a regular shift, any portion of which occurs between the hours of 7:00 p.m. and 5:00 a.m., the employee shall be paid, in addition to the basic compensation, four percent (4%) differential for all work hours which occur after 7:00 p.m. and before 5:00 a.m. There shall be no shift differential paid during periods of annual, vacation and sick leave, holiday time off and temporary reassignment to work hours excluded from shift differential payment.

Whenever an employee who is eligible for shift differential is required to perform overtime work between the hours of 7:00 p.m. and 5:00 a.m., such employee's basic compensation plus the shift differential will be used in determining any cash payment for overtime hours worked.

## **SPECIAL SALARY UPGRADE**

Specific, official out-of-class assignments (Special Salary Upgrading) shall be made in complete conformance with all applicable provisions of the Fresno County Salary Resolution.

When management expects the assignment to be used to fill an authorized vacant position, all procedural requirements pertaining to Special Salary Upgrading, as defined by the Fresno County Salary Resolution, Section 413.9, shall be completed and a copy shall be given to the employee prior to the start of such assignment.

Nothing in this article shall be construed as limiting management's authority to make temporary assignments. Where management makes such a temporary assignment and a special salary upgrade has not been requested or authorized, and there is no compensation paid to the employee, the employee shall receive a letter for his/her personnel file documenting the assignment.

## **LEAD WORKER ALLOWANCE**

Employees in this Unit (except for Senior Offset Equipment Operator, Parks Groundskeeper III and Parks Maintenance Worker employees) who are assigned by management to perform lead work involving assigning, reviewing and coordinating the work of employees shall receive an allowance of fifty dollars (\$50) per pay period, pro-rated for the actual number of hours worked, not to exceed eighty (80) hours per pay period. There shall be no allowance paid during periods of Annual, vacation and sick leave use, and during holiday time off.

Persons designated by the department head or designee to receive this allowance do so at the discretion of the department head or designee, and assignment decisions designating or removing designation are not grievable, are not appealable to the Civil Service Commission, or subject to challenge in a court of law.

## **BILINGUAL SKILL PAY**

### A. Pay Provisions:

1. Bilingual Skill Pay will be a maximum of \$23.08 per pay period (approximately \$50 per month) and will not be paid during periods of time off (e.g., Annual Leave; Vacation; Sick Leave); it shall be prorated on an hourly basis.
2. Employees will be paid a maximum of \$23.08 per pay period regardless of the number of languages they are certified for.

## **DETENTION FACILITY DIFFERENTIAL**

Employees in the Stock Clerk I/II classifications who are assigned to the County Jail or the Juvenile Justice Campus shall be paid two dollars and 50/100 (\$2.50) per day differential when four or more hours are spend in one (1) of those facilities. Stock Clerk I/II assigned for less than four (4) hours per day shall be paid the above differential on a pro-rated basis at \$.3125 per hour.

## **WORK HOURS AND SCHEDULES**

### Workweek

The official workweek shall be deemed to be from 12:01 a.m., Monday until midnight Sunday, however, the regularly assigned workweek for all employees covered by this Unit shall be deemed to be a maximum of five (5) consecutive work days.

### Workday

Specific starting and ending times shall be scheduled by the employer for each employee and shall constitute the workday.

Regardless of specific starting and ending time, every employee's regular workday shall include a lunch break, of not less than thirty (30) minutes, and two (2), fifteen (15) minute rest periods.

Lunch break is unpaid time, and any authorized work performed by an employee during the employee's lunch break may be compensated at the overtime rate, as provided elsewhere in this MOU.

### Work Schedules

Employees shall be scheduled so that there are no "split" days off.

Proposed changes to existing schedules for employees covered by this MOU may be subject to "impact" bargaining.

### Alternative Work Schedules

Fleet Services and Disposal Site personnel requests for alternative schedules shall be permitted when agreed upon between the employee and management, and approved by the Labor Relations Division.

### Departmental Work Area Assignments

The County will establish permanent work areas for employees in job classifications within this Unit. Permanent work areas will be those locations to which employees are assigned as of the effective date of this MOU.

Employees will only be reassigned from one (1) permanent work area to another when it is determined to be operationally necessary by the department head or his/her designee.

When an employee is to be reassigned, a minimum of two (2) weeks advance notice will be provided, unless a shorter notice is mutually agreeable.

Only those employees whom the department head or his/her designee feels are qualified shall be considered for reassignments. When several employees are qualified, reassignments shall be made based on seniority, provided that provisions of Permanent Work Area Reassignment Requests section of this article shall prevail if reassignment requests are filed.

When the requisite advance notice cannot be given, the County shall either:

- A. Reimburse the employee for extra mileage, pay for their additional driving time; or
- B. Provide county transportation on county time.

Nothing included herein shall change the work area assignments of those employees who routinely report at different sites on different days.

### Permanent Work Area Reassignment Requests

The following procedure shall be followed when an employee requests a reassignment:

- A. The employee shall submit his/her request in writing to the department head or his/her designee.
- B. The request shall state the work area desired and the reason for the reassignment.
- C. The request shall be kept on file until rescinded, the employee chooses not to accept a reassignment three (3) times, or reassignment occurs.

The following factors will be considered when reviewing the requests for reassignments:

- A. The date the employee's request was submitted. The earliest request will normally be selected first. If two (2) or more requests are received the same day, the employee with the longest departmental seniority will be considered first.

- B. The reassignment will normally require the approval of both affected supervisory personnel.
- C. A request will only be considered after the employee has worked at his/her present location for eighteen (18) months. (Exceptions may be granted if the employee can show hardship and there is no other request for reassignment to consider.)
- D. Requests for reassignment will occur within a division first. After these requests have been considered and acted upon, requests for reassignment from other divisions will be considered.
- E. In the Maintenance and Operations Division, other factors may be considered when they serve the best interest of County work objectives

When a Road Equipment Operator Trainee (hired after December 10, 2001) is promoted to Road Equipment Operator I, said employee may be reassigned to another work area to accommodate any pending reassignment requests. Said reassignment shall be determined upon any requests for transfer from existing Maintenance and Operations Division personnel (which are on file as of the hire date of the affected Road Equipment Operator Trainee employee) to the work area where the Road Equipment Operator Trainee is currently assigned. If approved by management, said promoted Road Equipment Operator Trainee and existing Road Equipment Operator I/II shall exchange work area assignments. All requests for reassignment shall be processed in accordance with the provisions of this article.

- F. In the Parks Division, all work locations within the metropolitan Fresno area, which shall include Kearney Park and Lost Lake, shall be considered as one (1) work area.

#### Bottom Dump/Transfer Truck Assignments

In the Roads Division, County management will consider an employee's written request on a first come basis for assignments to the bottom dump/transfer truck, when such employee is assigned to areas where a bottom dump/transfer truck(s) are assigned. Such assignments are solely at the discretion of management and are not appealable or grievable.

#### **4/10 WORKWEEK – ROAD/TRAFFIC EQUIPMENT OPERATOR SERIES**

The County and Union mutually agree that a 4/10 workweek may be of mutual benefit to both parties during the Daylight Savings months when there are major construction projects.

Both parties agree to the following:

#### Work Period

The period will generally occur during Daylight Savings Time. However, the 4/10 workweek may begin/end earlier or later for individual work areas at the discretion of management with two (2) weeks advance notice. Such decision is not grievable, appealable, or subject to meet and confer.

## Workdays

The working days shall normally be Monday through Thursday with Friday as the non-work day, but the work days shall be Tuesday through Friday during Memorial Day and Labor Day holidays.

Management may assign up to two (2) employees in each Road Area to work Fridays. Management will make an effort to consider volunteers first when making a determination regarding shift assignments. In this instance, those employees shall receive the preceding Monday as a non-work day. Employees shall earn eight (8) hours holiday pay if a non-work day falls on a holiday.

## Work Hours

The hours of employees working the special workweek shall consist of forty (40) hours within the defined work period (12:01 a.m., Monday through midnight, Sunday) consisting of four (4), ten (10)-hour days with a scheduled one-half (½) hour lunch period. The normal standard working hours for the Road Maintenance Division shall be from 7:00 a.m. to 5:30 p.m.

Salary Resolution sections concerning alternative workweek limitation on overtime, holidays and shift differential shall govern.

At any time, the department head may discontinue the 4/10 workweek option if it is determined that it acts to the detriment of department operations. Two (2) weeks advance notice shall be given to affected employees. Such decision shall not be grievable, but may be the subject of impact bargaining.

## **PERSONNEL FILES**

Each employee's personnel file is strictly confidential. Without the employee's written permission, only management, with a need for access, or departmental personnel staff shall have access to the file. Only employees, or their business representatives in the presence of the employee, shall have access to their own personnel file and be entitled to copies of anything therein except letters of reference.

## **DISCIPLINARY ACTION**

Employees facing disciplinary action as defined by the Fresno County Personnel Rules implementing either disciplinary suspension, administrative salary reduction, disciplinary demotion or dismissal, may elect to be accompanied by a representative of their choosing at any administrative proceeding conducted prior to the imposition of such discipline.

County's right to discipline is acknowledged. It is agreed that a disciplinary action shall be accomplished in accordance with applicable law and the disciplinary process promulgated in the Fresno County Personnel Rules.

## **SKELLY HEARING**

An employee who has requested a meeting with the department head prior to the imposition of disciplinary action (Skelly Hearing), consistent with Personnel Rule 10, Section 10090 – Notice of Intended Order for Disciplinary Action, shall have the right to meet with their Union representative, if so requested, no more than 30 minutes prior to said meeting on County paid time. In addition, the actual Skelly Hearing time shall be on County paid time. Any other meetings with the Union representative or preparation time shall be on the employee's own time (e.g., annual or vacation leave).

## **PRIVATE VEHICLE USAGE**

Departments may authorize their department employees to use private vehicles to travel on business for the County provided that each such employee shall have first complied with County automobile insurance requirements.

In order to be authorized travel by private vehicle, the employee must possess an appropriate valid California driver's license and required insurance with limits of not less than \$100,000/\$300,000 public liability and \$25,000 property damage or a combined single limit of \$300,000.

Any employee authorized to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expenses for the actual miles traveled during any calendar month at the rate authorized by the Internal Revenue Service (IRS). Subsequent changes of the rate shall become effective on the pay period following the County's receipt of the published IRS rate.

## **CALIFORNIA CLASS "A" OR "B" DRIVER'S LICENSE**

### **License Registration**

Employees in a job classification requiring a vehicle operator license shall possess and display such license to supervisory and managerial personnel on request. The number of such license shall be registered with the County.

New employees hired into classifications that require the obtaining of a Class "A" or "B" license prior to the completion of the probationary period will be required to obtain a training permit upon employment. Operational training will be provided by the County during the normal course of employment, however, knowledge of rules and regulations are to be obtained by the employee on the employee's time.

Obtaining and retaining the required driver's license, with endorsements as required by law to meet the task requirement on the classification specification, shall be the employee's responsibility. All testing and retesting shall be done by the testing agency. Any test and one (1) retest not occasioned by misconduct of the employee shall be on the County's time, but at the employee's expense. Any retesting beyond one (1) retest shall be on the employee's time and at the employee's expense.

## Medical Examinations

The County will perform medical examinations for a Class "A" or "B" license at no charge to the employee. The employee may elect to use a private physician at employee expense. When completing medical examination by the County, employees shall be on county-paid time.

## **DEFECTIVE VEHICLE WARNING/CITATION**

Employees whose work duties and responsibilities involve the operation of County vehicles shall inspect the vehicle for defects or deficiencies prior to its operation and shall report any defects or deficiencies to their supervisor.

Employees who receive a vehicle warning/citation from law enforcement personnel while operating a County vehicle shall immediately upon their return to the work site submit the citation to their supervisor. They shall not be responsible for payment of such citation. Employees failing to submit citations in a timely manner will be liable for payment of such citation.

This article does not apply to employees receiving citations/tickets because of their unsafe operation of a County vehicle or violations of any other laws of the road.

## **DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE**

In the event any employee should lose or damage personal property in the line of duty, such employee may submit a claim for the replacement or repair of such property and such claim shall be fairly reviewed in accordance with Management Directive, Subject 1060, Compensation for Lost or Damaged Employee Personal Property.

## **HEALTH AND SAFETY**

The County agrees to comply with all applicable local, state, and federal occupational health and safety laws and regulations. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unhealthy and/or unsafe conditions, practices, and equipment, and to report any such unhealthy and/or unsafe conditions, practices, and equipment to their immediate supervisor. Management will assess and respond to such reports as immediately as possible.

Chemical Exposure: The County, upon request of the employee, will make available from the field the safety data sheet that accompany all chemicals as required by Environmental Protection Agency and California Occupational Safety and Health Agency.

It is further agreed that complaints filed pursuant to this article shall be filed through the department's Illness and Injury Prevention Program and shall not be filed through the Employee Grievance Procedure.

## **HEPATITIS VACCINATION**

Parks Groundskeepers assigned to supervise or work directly with inmates may, at their option, may be screened to determine if the hepatitis vaccination will be of medical benefit to the employee. The employee will be offered an opportunity to complete the screening process within ninety (90) days following date of hire or assignment to supervise or work directly with inmates. If it is determined to be of benefit, the employee shall have the option to receive the necessary vaccination at the County's expense. The screening and vaccination process will be administered through County facilities, unless referred by County Administrative Office.

This procedure is optional to the employee with no penalty for refusal.

## **GRIEVANCE PROCEDURE**

All Unit employees are covered by the Fresno County Employee Grievance Procedure as described below. Refer to the attachment for a copy of the grievance form.

### **PURPOSE**

It is a mutual obligation on the part of administrative, supervisory and non-supervisory employees of the County of Fresno to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution.

### **GRIEVANCE PROCEDURE**

Before filing a grievance, be certain to read this entire procedure, including the rules and definitions.

#### **Step 1: Informal Resolution**

When an employee(s) becomes aware that a problem exists, the employee(s) shall discuss the matter informally with the lowest ranking immediate supervisor whose job classification is not included in the same certified representation unit. This discussion shall be sought by the employee(s) not later than fourteen (14) days after the alleged problem occurred or was discovered. The provisions outlined in Steps 2 and 3 do not act to restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally.

#### **Step 2: Department Review**

If within ten (10) days a mutually acceptable solution has not been reached during Step 1, and the employee(s) wishes to pursue the grievance, the employee(s) shall submit it in writing (employee(s) signature(s) required) on the attached Employee Grievance Form to the department head with a copy to the Labor Relations

Manager no later than the end of the tenth (10<sup>th</sup>) day. Department heads are encouraged to consult with the Labor Relations Manager, in consideration of a Step 2 response. The department head will give notice and hear the grievance, and render a written decision on the grievance form within fourteen (14) days of receipt of the formal grievance from the employee(s).

Notwithstanding the foregoing, if the grievance relates to the interpretation or application of a statute, ordinance or written policy of the Board of Supervisors, and the employee is dissatisfied with the decision of the Department Head, upon request of the employee within the time above-stated, the Department Head shall request the opinion of the County Counsel thereon, whose opinion shall be final.

**Step 3: Labor Relations Review:**

Grievances unresolved at Step 2, involving matters outside the department head's authority, or involving employees working in separate departments shall be submitted to the Labor Relations Division for resolution. If the grievance has been reviewed at Step 2, Labor Relations will attempt to mediate the grievance. If it has been referred directly to the Labor Relations Division without having gone through Step 2, Labor Relations will hear the matter, and provide a written response. In the latter instance, the intent, consistent with Step 2, is to identify issue and areas of agreement/disagreement and to have the parties present whatever available information/documentation necessary to fully attempt to resolve the grievance. Therefore, further clarification of the problem may be necessary and a clear statement of the issue shall be developed.

All processing of the grievance at Step 3 shall be completed within fifteen (15) working days of the department liaison's written decision, unless mutually waived.

**Step 4: Mediation**

Grievances unresolved at Step 3 may be submitted to Mediation upon written request by the employee or the employee's representative to the Labor Relations Manager within five (5) days of the completion of the Labor Relations Review. Should mediation be requested, the parties shall obtain the services of a mediator from the State Mediation and Conciliation Services in an effort to mediate grievance resolution before Arbitration is pursued. The parties shall not divulge in any form the offers made in mediation.

**Step 5: Arbitrator**

Grievances unresolved at Step 4 may be submitted to arbitration. If the employee is dissatisfied with the results of mediation, the employee may, within five (5) calendar days of completion of mediation, request that the grievance be presented to arbitration. Such request for arbitration shall be submitted to the Labor Relations Manager. The Arbitrator shall state in writing their factual findings and reasons for their decision.

If the decision of the Arbitrator can be implemented by the department head without Board of Supervisors' action, the recommendation shall be implemented by the department head. If the decision of the Arbitrator cannot be implemented by the department head, but requires Board of Supervisors' action, the recommendation will be submitted for consideration by the Board of Supervisors within thirty (30) days of the decision. The action of the Board of Supervisors shall be final and binding.

If the decision of the Arbitrator can be implemented by the department head and without Board of Supervisors' action, the County or the employee(s) may seek relief in a court of law. A party desiring to reserve the right to appeal the Arbitrator's decision in a court of law pursuant to these rules has the burden of preserving the record of the hearing. A party who plans to use a court reporter shall inform the other party in order to avoid duplication of costs. Appeal from decisions by the Arbitrator shall be on the record of the Arbitrator's hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within thirty (30) calendar days after the Arbitrator's decision.

### GRIEVANCE PROCEDURE RULES

1. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee(s) shall have the assurance that filing of a grievance will not result in reprisal of any nature.
2. A grievance shall be filed using the attached Employee Grievance Form. The Employee Grievance Form will be made available through the individual departments, the Labor Relations Division, and Stationary Engineers – Local 39.
3. The aggrieved employee(s) shall have the right to be represented or accompanied by a person of the employee(s) choice if the grievance is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing at the formal level as provided in Step 2 of the grievance procedure.
4. The processing of a grievance shall be considered as County business. In granting an employee time and facilities involving the processing of a grievance, the department head or his/her designee shall take into consideration the "impact" on departmental operations.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions, the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

Failure of the aggrieved employee(s) to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits. Failure to do so

shall be considered an automatic ruling in favor of the grievant in any instance where the department head would have had the authority to grant such settlement. No such ruling shall be considered precedent-setting.

6. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
7. When two (2) or more employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the department head. If the employees work in separate departments, the grievance shall be referred immediately for grievance committee decision.

## DEFINITIONS

Arbitrator - An individual selected by the employee or their representative and Labor Relations from a panel of five (5) candidates submitted by the State Mediation and Conciliation Services. The cost of the Arbitrator shall be borne equally by the employee or their representative and the County.

County Administrative Officer – The County Administrative Officer or his/her designated representative.

Day – A work day during which the County’s Administrative Offices are open for business.

Department Head – The administrative head or acting head of the department involved, or a designated representative.

Employee – An individual occupying a position permanently allocated by the Board of Supervisors as a part of the regular staffing of the department. Extra-help employees are not considered to occupy permanently allocated positions.

Grievance – A grievance is a complaint relating to any phase of an employee(s) employment or working conditions which the employee(s) believes has been adversely affected because of:

A misapplication of a Memorandum of Understanding, Ordinance or Resolution of the Board of Supervisors, or of the written policies, administrative orders, or a clearly established lawful past practice of a department, relating to the employment of the individual; provided, however, that such complaint shall not include an action subject to the jurisdiction of the Civil Service Commission or any other matters which are otherwise subject to the jurisdiction of another administrative remedy.

Immediate Supervisor – The individual who assigns, reviews, or directs the work of an employee(s), and who is not in a job classification in the same certified bargaining unit as the grievant.

Representative – The person selected by the employee(s) to appear along with the employee(s) in the presentation of a grievance, beginning at the formal level.

## **CLASS SPECIFICATIONS**

In the event class specifications for classifications covered in this Unit are revised, the County agrees to provide the Union with copies of the revised specifications prior to promulgation. Such copies shall serve as notice to the Union, relative to impact bargaining. At the Union's request, the County will meet and confer on the impact of changes to class specifications for classifications covered by this Unit.

## **CONTINUITY OF OPERATIONS**

Continuous and uninterrupted service to the citizens of Fresno County, and orderly employer/employee relations between the County and its employees are essential considerations of this MOU. Therefore, the Union agrees on behalf of itself and those County employees which it represents, both individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, slow-downs, or secondary action such as refusal to cross picket lines or any other concerted refusal to render services.

The County shall not utilize a lock out technique in its employer/employee relations.

## **REFERENCES/CITATIONS**

References in this MOU (includes addenda) to any existing County ordinances, rules, regulations, policies, Management Directive, Personnel Rules sections and subsections thereof, Salary Resolution sections and subsections thereof, and sideletters in no way incorporates said references into this MOU.

## **RETIREMENT – TIER II MANDATORY [One (1) year average]**

Effective January 10, 2011, any employee newly hired into a permanent General/Miscellaneous position represented by the Stationary Engineers - Local 39, International Union of Operating Engineers shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier II):

- GC Section 31676.16
- GC Section 31621.4
- GC Section 31462.1

The vested "health benefit" (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000 shall be extended to employees enrolled in Tier II.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by the Stationary Engineers - Local 39, International Union of Operating Engineers, shall continue under the retirement tier which they were enrolled in immediately prior to their promotion, demotion or transfer.

Any employee represented by the Stationary Engineers - Local 39, International Union of Operating Engineers, who promotes, demotes or transfers into a permanent position that is represented or unrepresented, shall continue under the retirement tier which they were enrolled in immediately prior to their promotion, demotion or transfer.

Any employee who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin, Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

Any employee who deferred retirement prior to the December 15, 2000 Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral provided that tier is available. If that tier is no longer available, the employee shall be enrolled in the retirement tier offered to newly hired employees.

Any employee, who is enrolled in Tier II retirement plan, whether voluntarily or mandatorily, shall not be eligible for the Tier III retirement plan.

#### **RETIREMENT – TIER IV MANDATORY – [THREE (3) YEAR AVERAGE]**

Any employee newly hired into a permanent position between June 11, 2013, and December 23, 2013, in a General/Miscellaneous classification represented by Stationary Engineers – Local 39, Units 13, 39 & 43, shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier IV):

- GC 31676.1 – 1.67% @ 57½; 2% @ 61; 2.43% @ 65
- GC 31621 – Default Member Contribution Code
- GC 31462 – 3 year average for final compensation
- 0 (zero) Cost of Living

The “Settlement Health Benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000 shall not be extended to employees enrolled in General/Miscellaneous Tier IV.

Any employee occupying a permanent position who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin; Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

## CORRESPONDING TIERS

<b>GENERAL/MISC.</b>		<b>SAFETY</b>
Tier I	←————→	Tier I
Tier II	←————→	Tier II
Tier III	←————→	
Tier IV	←————→	Tier IV

NOTE: Employees initially enrolled in Tier III General/Miscellaneous who become enrolled in Tier II Safety and subsequently return to a permanent position in a General/Miscellaneous classification shall be re-enrolled into Tier III General/Miscellaneous.

Any employee who deferred retirement prior to the December 15, 2000, Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I General/Miscellaneous or Tier I Safety. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral.

### **TIER V GENERAL RETIREMENT PLAN (PEPRA) – MANDATORY**

Pursuant to the California Public Employees' Pension Reform Act of 2013 ("PEPRA;" AB 340, GC §§7522 et seq), any employee newly hired into a permanent position on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, shall be enrolled in the State mandated defined benefit retirement formula specified in Government Code § 7522.20 and will be subject to all other retirement plan provisions as mandated by PEPRA. This state mandated retirement tier shall be known as the Tier V General Retirement Plan.

Consistent with PEPRA, the exception to being enrolled into General Tier V for any employee newly hired on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, is an individual who was previously employed by another public employer and was able to establish reciprocity with FCERA as specified in § 7522.02(c). In the case of reciprocity being established, the new employee would be enrolled into General Tier IV.

The foregoing information is only for the parties' general reference.

### **SAVINGS CLAUSE**

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

## **COUNTY-WIDE SALARY AND BENEFITS SURVEY**

The County may, at the direction of the Director of Personnel Services or her/his designee, commission a county-wide salary and benefits survey. Should the County use a consultant, the Union will be given the opportunity to meet with the consultant prior to commencement of the survey to discuss labor's perspective regarding salaries and benefits. At such time a salary and benefits survey is performed by the County, the results of the survey will be discussed during negotiations over a successor MOU.

## **FULL UNDERSTANDING**

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understanding or agreements by the parties (with the exception of addenda and sideletter agreements), whether formal or informal, regarding any such matters are hereby superseded, and terminated in their entirety. With respect to addenda and sideletter agreements, all previously existing addenda and sideletter agreements that have not expired, and new addenda and sideletter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addendum, or sideletter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing County ordinances, rules, and regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the Board of Supervisors and other County boards and commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act and other applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

## **NEW EMPLOYEE ORIENTATION**

The County agrees to maintain, within budget constraints, during the term of this agreement, a Personnel sponsored employee orientation program. The Union Business Representative will be allowed time to meet with new employees in classifications represented by Stationary Engineers during the Department of Personnel Services sponsored new employee orientation program. A total of fifteen (15) minutes will be provided for presentations by the Union. Reasonable time will also be allowed for questions and answers. It shall be the Union's responsibility to contact the County's Employee Benefits Office to determine if employees in this bargaining unit will be in attendance.

## **CONTRACTING OUT**

The County will notify the Union of its intent to request proposals for the contracting of the performance of County services when those services are currently being performed by incumbents of Unit classifications. This notification will occur not later than at the same time the request for proposals is disseminated.

The County will meet and confer with the Union regarding the impact of management's decision to contract out services where those services are being performed by current incumbents of affected Unit classifications and where layoffs may be contemplated because of the decision to contract out services.

### **EXTENSION OF PAID MILITARY LEAVE**

Eligible Bargaining Unit Members shall be subject to paid military leave in accordance with the current Resolution as approved by the Board of Supervisors until such time that they Board of Supervisors terminates said Resolution.

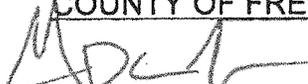
### **MOU REOPENER**

1. Foot Protection
  - a) One time only reopener effective no sooner than January 31, 2016, for Parks Groundskeeper I/II/III.

TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from December 21, 2015, through July 3, 2016. Negotiations for the successor MOU shall begin on or about April 1, 2016.

COUNTY OF FRESNO

  
\_\_\_\_\_  
Gilbert De La Torre, Labor Relations

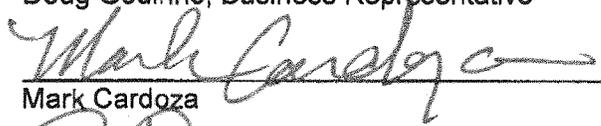
STATIONARY ENGINEERS – LOCAL 39  
UNIT 13 – CRAFTS AND TRADES

\_\_\_\_\_  
Jerry Kalmar, Business Manager

\_\_\_\_\_  
Tony DeMarco, President

\_\_\_\_\_  
Steve Crouch, Director of Public Employees

  
\_\_\_\_\_  
Doug Godinho, Business Representative

  
\_\_\_\_\_  
Mark Cardoza

  
\_\_\_\_\_  
Robert Davis

\_\_\_\_\_  
Greg Jensen

\_\_\_\_\_  
Mark Jones

  
\_\_\_\_\_  
William Trexler

11-19-15  
\_\_\_\_\_  
DATE

11-30-15  
\_\_\_\_\_  
DATE

ADDENDUM – SALARIES  
TO MEMORANDUM OF UNDERSTANDING  
FOR CRAFTS AND TRADES EMPLOYEES – UNIT 13

<u>Classification</u>	<u>Current Range</u>
Disposal Site Attendant I	819
Disposal Site Attendant II	923
Disposal Site Equipment Operator I	1261
Disposal Site Equipment Operator II	1426
Disposal Site Equipment Operator Trainee	991
Equipment Services Assistant	1112
Graphic Arts Technician I	1149
Graphic Arts Technician II	1284
Offset Equipment Operator I	864
Offset Equipment Operator II	991
Parks Groundskeeper I	861
Parks Groundskeeper II	989
Parks Groundskeeper III	1126
Parks Maintenance Worker	1331
Road Equipment Operator I	1261
Road Equipment Operator II	1426
Road Equipment Operator Trainee	991
Senior Offset Equipment Operator	1119
Stock Clerk I	819
Stock Clerk II	923
Traffic Equipment Operator I	1208
Traffic Equipment Operator II	1354
Traffic Equipment Operator Trainee	991
Tree Trimmer I	1126
Tree Trimmer II	1230

ATTACHMENT  
COUNTY OF FRESNO  
EMPLOYEE GRIEVANCE FORM  
BARGAINING UNITS 13, 39 & 43

Please be sure to read the entire attached procedure, including the rules and definitions, before completing this form.

Name	Job Classification
Department	Division
Mailing Address	Work Phone

**DESCRIPTION OF GRIEVANCE**

1. List the date the alleged grievance occurred or was discovered: \_\_\_\_\_
  
2. State as clearly as possible the nature of the alleged grievance, including names and titles of all individuals involved. Use extra paper if necessary.
  
  
  
  
  
  
  
3. I feel I have been adversely affected by the misapplication of:
  - Memorandum of Understanding (Title and Section): \_\_\_\_\_
  - Ordinance (Section): \_\_\_\_\_
  - Resolution (Number and Date): \_\_\_\_\_
  - Written Policy (Attach a Copy)
  - Clearly established lawful past practice. (Detailed documentation that this is a past practice must be attached.)
  - Administrative Order. Specify: \_\_\_\_\_

4. List the specific solution(s) to this problem that you desire:

**STEP 1 – INFORMAL DISCUSSION**

1. Date discussion occurred: \_\_\_\_\_

2. Name/job classification of immediate supervisor with whom you discussed this problem:

\_\_\_\_\_

3. What was the result of the informal discussion? Please explain fully.

4. The results of this discussion are unacceptable.  
I request review at Step 2 by my Department Head.

\_\_\_\_\_  
Date forwarded to Department Head

\_\_\_\_\_  
Employee's Signature

5. Name/phone number of representative, if any: \_\_\_\_\_

6. Should all communication be directed to your representative?  Yes  No

**EMPLOYEE: If you have completed the form to this point, you must forward a COPY of it to the Labor Relations Division, Fresno County Plaza, 2220 Tulare Street, 16<sup>th</sup> Floor, Fresno, CA 93721. You must forward it the same day you send the ORIGINAL to your Department Head.**

**STEP 2 – DEPARTMENT REVIEW**

1. Date grievance submitted to department: \_\_\_\_\_
2. Date of department conference (if applicable): \_\_\_\_\_
3. Date of department response: \_\_\_\_\_
4. Decision:

5. Department Head's signature: \_\_\_\_\_  
Date delivered to employee: \_\_\_\_\_

6 GRIEVANT CHECK ONE:

- a. The above decision is acceptable
- b. I request a Labor Relations review

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Forwarded to  
Labor Relations Division

**STEP 3 – LABOR RELATIONS REVIEW**

1. Date grievance form received by Labor Relations: \_\_\_\_\_
2. Labor Relations staff assigned to this grievance: \_\_\_\_\_
3. Date of Labor Relations Division conference (if necessary): \_\_\_\_\_
4. Labor Relations response:

\_\_\_\_\_  
Labor Relations Staff Signature

\_\_\_\_\_  
Date

**NOTE: Labor Relations staff must return a copy of the grievance form to the employee or their representative (if identified on this form) and send a copy to department liaison.**

**STEP 4 – MEDIATION**

1. Name of State Mediator: \_\_\_\_\_
2. Date of Mediation Conference: \_\_\_\_\_
3. Outcome: \_\_\_\_\_



**STEP 5 – ARBITRATION**

1. Date of request for Arbitration: \_\_\_\_\_
2. Date list requested: \_\_\_\_\_
3. Date list received: \_\_\_\_\_
4. Name of Arbitrator selected: \_\_\_\_\_
5. Date of Arbitration: \_\_\_\_\_
6. Outcome:

