

MEMORANDUM OF UNDERSTANDING

BETWEEN

**ASSOCIATION OF
ENGINEERING TECHNICIANS
(UNIT 25)**

AND

THE COUNTY OF FRESNO

FEBRUARY 19, 2024 – FEBRUARY 15, 2026

UNIT 25

TABLE OF CONTENTS

ARTICLE

PAGE

19	BEREAVEMENT LEAVE	7
24	BILINGUAL SKILL PAY	11
6	BULLETIN BOARDS.....	2
11	CALL-BACK PAY.....	5
14	COMPUTER PROGRAMMING MODIFICATIONS	6
16	CONTINUITY OF OPERATIONS	7
4	DUES AND DEDUCTIONS.....	1
9	EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE	3
17	EXTENSION OF PAID MILITARY LEAVE.....	7
25	FOOT PROTECTION	11
23	FULL UNDERSTANDING	10
21	HEALTH INSURANCE.....	9
1	INTRODUCTION/PURPOSE.....	1
18	LEAD PAY DIFFERENTIAL.....	7
10	MANAGEMENT RIGHTS.....	3
7	MEETING SPACE	3
26	MOU REOPENER	11
12	OVERTIME/HOLIDAY TIME.....	5
2	RECOGNITION	1
8	REPRESENTATION RIGHTS	3
3	RELEASE TIME.....	1
5	SALARIES	2
22	SAVINGS CLAUSE.....	10
15	SHIFT PREMIUM.....	6
13	STATE DISABILITY INSURANCE PROGRAM	6
27	TERM OF MOU AND RENEGOTIATION	11
20	TIER V GENERAL RETIREMENT PLAN (PEPRA) - MANDATORY	8

ADDENDA:

ARTICLE 1 -- INTRODUCTION/PURPOSE

We, the undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County", and Association of Engineering Technicians, Unit 25, hereinafter referred to as "Association", having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for representation Unit 25. It is the purpose of the MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU.

ARTICLE 2 -- 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 Association as the exclusive representative of all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in the Unit covered by this MOU.

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.

ARTICLE 3 -- RELEASE TIME

The Association may request that a reasonable number of employees, who serve as official representatives of the Association, be released from work, with prior department head approval, without loss of compensation when meeting and conferring with the County where matters within the scope of representation are being considered.

The Association shall submit a written request for release time to the department head, or designee, at least forty-eight (48) hours in advance of the meeting. The use of County time for this purpose shall not be excessive, nor shall it interfere with the performance of County services as determined by the department head.

ARTICLE 4 -- DUES AND DEDUCTIONS

The Association may have the regular dues of its bargaining unit members deducted from their paychecks under the following procedures:

The Association is solely responsible for distributing to, and collective from, employees the dues deduction authorization forms. It is the employees' responsibility to submit requests to start or stop dues deductions directly to the Association and not to the County. The Association is responsible for maintaining the dues deductions forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Association membership, dues amounts, and payroll deductions must be directed to the Association and not the County.

The Association will provide to the County an updated, certified dues deduction list of bargaining unit members who have provided written authorization for regular dues deductions. The County will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Association will immediately notify the County of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the County within one business day, an updated, certified dues deduction list noting any specific changes from the last list provided to the County. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Association will pay the County's standard administrative fees for payroll deductions. Following the County's deductions of these administrative fees, the County will electronically transmit the balance of funds to the Association no later than thirty (30) days after the deductions occur.

The Association shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Association's representatives and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

ARTICLE 5 -- SALARIES

Salaries for all classifications included in the Unit shall be as specified below:

- 5% increase effective February 19, 2024
- Step 6 effective July 8, 2024
- 3% increase effective February 17, 2025

<u>Classification</u>	<u>Current Bi-weekly Salary Range</u>	<u>5% Increase Eff. 2/19/24</u>	<u>3% Increase Eff. 2/17/25</u>
Engineering Technician I	1882	1976	2035
Engineering Technician II	2103	2208	2274
Senior Engineering Technician	2412	2533	2609

ARTICLE 6 -- BULLETIN BOARDS

The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work. Such bulletin boards shall be maintained in accord with provisions of the County Employee Relations Ordinance.

No such bulletin boards shall be located in areas frequented by the public doing business with the County as determined by the County.

ARTICLE 7 -- MEETING SPACE

The County, at the Association's request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice (48 hours) of such meetings. The Association 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.

ARTICLE 8 -- REPRESENTATION RIGHTS

The Association shall have the right to meet and confer in good faith with the County regarding wages, hours, and other terms and conditions of employment for representation Unit 25, within the scope of representation.

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include the consideration of the areas enumerated as exclusive County rights in the Management Rights Article of this MOU.

ARTICLE 9 -- EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

The Employee Grievance Resolution Procedure and Form shall be available on the Human Services intranet website. No changes shall be made to the procedure and/or form without mutual agreement of the Association and County.

ARTICLE 10 -- 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. 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.
- D. 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.
- E. 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.
- F. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.

- G. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.
- 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 U.S. 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 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 work shifts and 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.

ARTICLE 11 -- CALL-BACK PAY

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

1. The employee is unexpectedly ordered to return to work and does, in fact, return to work;
2. The order to return to work is given following termination of the employee's normal shift and his/her departure from his/her work location.
3. Such return to work occurs not less than two (2) hours prior to the established starting time of the employee's next shift.

Note: Cancellation of an approved paid leave during employee's normal working hours does not invoke a call-back situation.

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

1. Two (2) hours at the rate of time and one-half (1½); or
2. 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).

The rate of pay upon which the time and one-half (1½) payment shall be made shall be the employee's base rate of pay, unless the call-back time worked meets the definition of overtime under provisions of the Fair Labor Standards Act (FLSA); in the latter instance, overtime shall be calculated at the rate of one and one-half (1½) times the employee's regular rate of pay, as defined by provisions of the FLSA

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.

ARTICLE 12 – OVERTIME/HOLIDAY

Compensation

All employees covered by this MOU shall be paid at the rate of time and one-half (1½) for overtime worked. In determining whether or not overtime hours have been worked, only productive work hours (actual hours worked) shall apply. Overtime is authorized work performed by employees in excess of eight (8) hours a day or over forty (40) hours in a work week. Overtime shall be paid at time and one-half (1½) of the employee's base rate of pay ("County Overtime") unless the overtime meets the definition of overtime under the provisions of FLSA. In the latter instance, overtime shall be calculated at a rate of one and one-half (1½) times the

employee's regular rate of pay as defined by the provision of FLSA ("FLSA" Overtime). Should the calculated "FLSA" overtime be greater than the calculated "County" overtime, an adjusting entry (earn code 90-FLSA OT) shall be made.

Overtime worked on a holiday shall be compensated as set forth in the Fresno County Salary Resolution, Section 800.

Compensatory Time Off

Employees who work overtime or holiday time may, in lieu of cash compensation, choose compensatory time off. Employees may accumulate up to twenty-four (24) hours at any given time. Any hours over the maximum twenty-four (24) hours will be paid in cash by the department on the next available pay period. Employees may request to be paid in cash at anytime for accrued hours. The department retains the right to pay all compensatory time off in cash at a time selected by the Department Head at their discretion.

Use of compensatory time off shall be at a time mutually agreed upon by the employee and department head or his/her representative.

The County recognizes that outside of normal working hours an employee's time is his/her own. Therefore, the County agrees that professional employees may practice their profession in their free time provided such practice does not violate the County Charter or County Ordinance.

ARTICLE 13 -- STATE DISABILITY INSURANCE PROGRAM

Employees of this Unit shall participate in the State Disability Insurance Program. Such insurance shall be paid for by the employee and shall be subject to provisions as established by the County and the State of California.

ARTICLE 14 -- 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 to extend the effective date of salary changes.

ARTICLE 15 -- 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. There shall be no shift premium payment applied to any regular day shift hours as defined herein. Any employee whose regular work hours begin and conclude between 5:00 a.m. and 7:00 p.m. shall not receive shift premium pay for overtime worked which extends the workday past 7:00 p.m. Employees working a flexible work schedule shall not be eligible for shift premium.

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, a six percent (6%) premium for all work hours which occur

after 7:00 p.m. and before 5:00 a.m. There shall be no shift premium paid during periods of annual leave, sick leave, and during holiday time off.

Whenever an employee who is eligible for shift premium 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 premium will be used in determining any cash payment for overtime hours worked.

ARTICLE 16 -- CONTINUITY OF OPERATIONS

Continuous and uninterrupted service to the citizens of the County, and orderly employee/employer relations between the County and its employees are essential considerations of this MOU. Therefore, the Association 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 or to obstruct the efficient operations of the County or refusal to work, including refusal to work overtime, or any other curtailment or restriction of work at any time.

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

ARTICLE 17 -- 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 the Board of Supervisors terminates said Resolution.

ARTICLE 18 -- LEAD PAY DIFFERENTIAL

Employees in classifications within this Unit, excluding Senior Engineering Technicians, who are assigned by management to perform lead work involving assigning, reviewing and coordinating the work of employees shall receive an allowance of \$23.08 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 Leave, sick leave use, and during holiday time off.

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

ARTICLE 19 -- BEREAVEMENT LEAVE

Each employee occupying a full-time, permanent position shall be eligible for paid Bereavement Leave up to twenty-four (24) working hours per bereavement for the death of a qualifying relative. Employees who work less than 80% of a full-time position shall be eligible for up to twelve (12) hours of paid Bereavement Leave per bereavement for the death of a qualifying relative.

All leave must be requested, approved and completed within six months of the qualifying relative's death.

A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, child, step-child (including California Health and Safety Code, Section 102950), grandmother, step-grandmother, grandfather, step-grandfather, grandchild, or step-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. For example, an employee who regularly has Fridays off is not eligible to use Bereavement Leave on a Friday.

Employees must maintain active payroll status to be eligible for Bereavement Leave. Active payroll status is defined as receiving any type of pay from the County (e.g. Annual Leave, Sick Leave, Vacation). If an employee is not receiving any pay from the County, they are deemed to be on inactive payroll status and not eligible for Bereavement Leave (e.g. unpaid leave of absence). Employees may substitute Bereavement Leave for available Annual Leave when integrating with State Disability Insurance.

Employees may request use of Annual Leave when the employee desires additional time off for bereavement-related purposes. Approval by the Department of total Bereavement Leave hours permitted (including any additional Annual Leave requested) will be based on operational need.

Employees taking Bereavement Leave shall submit a written statement under penalty of perjury on the Leave Request and Certification Form.

ARTICLE 20 -- 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 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 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.

Any employees hired prior to January 1, 2013, should contact FCERA to obtain information regarding their retirement tier and benefits.

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

ARTICLE 21 -- HEALTH INSURANCE

1. Effective December 11, 2023, on behalf of each full-time (.8 or higher FTE), the County will contribute up to the following amounts per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Total Contribution</u>
Employee Only	\$433
Employee plus Child(ren)	\$668
Employee plus Spouse	\$668
Employee plus Family	\$853

2. 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. 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.
3. 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.
4. Unless otherwise court ordered, eligible employees may choose to opt out of the County's Health Benefit Program (including any related life insurance program) 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 Human Resources 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 any Plan Year and desires to maintain their opt out status for subsequent Health Plan Years, must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by Human Resources. If an Opt Out Form for any Health Plan Year is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by Human Resources, said employee shall be enrolled in the lowest cost

Health and 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.

5. Effective December 17, 2018, any employee who opts out of the County's Health Benefit Program for any Plan Year and does not submit a new Opt Out Form during this open enrollment period (as outlined in No. 4 above), shall be enrolled in the lowest cost Health and Dental Plan. Additionally, any newly hired employee who does not select one of the Health Insurance Plans and does not submit an Opt Out Form (as outlined in No. 4 above), shall be enrolled in the lowest cost Health and Dental Plan.
6. 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.
7. 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.

ARTICLE 22 -- 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.

ARTICLE 23 -- 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 understandings or agreements by the parties (with the exception of addendums 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 in a sideletter agreement signed by the 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.

ARTICLE 24 -- BILINGUAL SKILL PAY

Designated Bilingual Skill Pay positions are at the sole discretion of the Department Head. Position designation/eligibility shall be governed by the Fresno County Salary Resolution, Section 533 with the exception of 533.1.

Pay Provisions:

1. Bilingual Skill Pay will be paid at a rate of \$50 per pay period and will not be paid when the entire pay period consists of annual leave and/or unpaid leave.
2. Employees will be paid \$50 per pay period regardless of the number of languages they are certified for.

ARTICLE 25 -- FOOT PROTECTION

All employees covered by this MOU shall be eligible for Foot Protection as outlined in the Public Works and Planning Policy and Procedure Guide (PPG) 01-015. The County agrees to notify the Association of any future changes to the policy.

ARTICLE 26 -- MOU REOPENER

The parties agree to a re-opener regarding health insurance contributions for Plan Year 2025, on or about September 1, 2024.

ARTICLE 27 -- TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from February 19, 2024, through February 15, 2026. The parties agree to begin negotiations on a successor MOU on or about November 1, 2025.

COUNTY OF FRESNO

ASSOCIATION OF ENGINEERING
TECHNICIANS - UNIT 25

By: _____

By: _____

Date: _____

Date: _____