

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**ASSOCIATION OF
COUNTY ENGINEERS
(UNIT 42)**

AND

THE COUNTY OF FRESNO

NOVEMBER 20, 2017 – NOVEMBER 17, 2019

UNIT 42

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ADDENDA:

INTRODUCTION/PURPOSE

We, the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County", and the Association of County Engineers, Unit 42, 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 42. It is the purpose of this 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.

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.

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 42, 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.

DUES/FEES

Each employee may or may not become an Association member at their option. A registry of members shall be maintained in the Auditor-Controller/Treasurer-Tax Collector's (hereinafter Auditor-Controller) Office for Association inspection.

Association members may withdraw their membership at any time.

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 Association 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 Association 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 Association agrees to indemnify and hold the County harmless from any and all claims, demands, suits, or any other action arising from this portion of the MOU.

EMPLOYEE REPRESENTATIVES

The County and Association agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible level.

The Association shall provide a current list of Association officers to Human Resources each January. The listing shall include the employee's name, classification, department, division, work location and work telephone number.

An Association officer may represent a member of Unit 42 at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this MOU, within the scope of representation.

An Association officer shall be allowed reasonable time off with pay for the purpose hereinabove defined.

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 seventy-two (72) 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.

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. In the exercise of its right, the County shall not require an employee to perform an act or acts contrary to licensing law.
- F. This article shall not preclude the Association from meeting and conferring with management representatives about the consequences that the decisions of these matters may have on wages, hours, and other terms and conditions of employment.
- G. 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 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 any change in 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, 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.

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 provisions of Salary Resolution, Section 600.

SALARIES

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>2.5% Increase Effective 11/20/17</u>	<u>2.5% Increase Effective 9/24/18</u>
Building Plans Checker I	1958	2007	2057
Building Plans Checker II	2352	2411	2471
Building Plans Checker III	2587	2652	2718

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>4% Increase Effective 11/20/17</u>	<u>4% Increase Effective 9/24/18</u>
Engineer I	1972	2051	2133
Engineer II	2366	2461	2559
Engineer III	2598	2702	2810

PROFESSIONAL LICENSES

Effective July 8, 2013, employees who possess a license as a Professional Engineer (excluding Professional Engineer - Specialist) or Architect under provisions of the California Business and Professions Code shall receive four percent (4%) in addition to their normal pay when employed in the job classifications of: Engineer II/III and Building Plans Checker II/III. Any Engineer I or Building Plans Checker I receiving the Professional License Incentive prior to July 8, 2013, shall continue to receive it. The additional four percent (4%) shall be paid subject to the conditions set forth below.

This provision shall be applicable for said classifications starting the pay period following receipt of the employee's professional license. The certificate/license must be presented to department management by the employee for verification prior to payment. However, payment of the four percent (4%) shall be limited to a maximum of ten (10) employees at any given time. When allotment is at maximum capacity, a waiting list shall be created for subsequent employees who

provide certificates/licensure verification. Should two (2) or more employees provide verification of licensure simultaneously, placement on the waiting list shall be determined by County seniority (i.e., continuous, uninterrupted County service).

Should licensure at any time become a requirement for any of the job classifications included above, the additional four percent (4%) pay shall cease immediately for such classification.

No individual shall receive a bonus for more than one (1) license i.e., Architect or Engineer.

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 location. Such bulletin boards shall be maintained in accordance 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.

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 (72 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.

EMPLOYEE GRIEVANCE PROCEDURE

The Employee Grievance Procedure and Forms agreed to on December 9, 2010 shall be available on the Human Resources website. No changes shall be made to the procedure and/or forms without mutual agreement of the Association and County.

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.

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 leaves home to the time the employee returns home at the rate of time and one-half (1½).

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.

OVERTIME

All employees covered by this MOU shall receive compensation in cash at the rate of one and one-half (1½) the employee's rate of pay for overtime worked in accordance with the provisions of Section 800 of the Fresno County Salary Resolution.

Existing compensatory time balances will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee. Compensatory time off will no longer be accrued as of December 15, 1997.

PROFESSIONAL PRACTICE

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.

BILINGUAL SKILL PAY

Effective June 13, 2011, Association members will be eligible for bilingual skill pay of up to \$23.08 per pay period (approximately \$50.00 monthly). 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 a maximum of \$23.08 per pay period (approximately \$50.00 monthly).
2. Bilingual Pay will not be paid during periods of time off (e.g., Annual Leave); it shall be prorated on an hourly basis.
3. Employees will be paid a maximum of \$23.08 per pay period regardless of the number of languages they are certified for.

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 circumstance showing that the time taken as Bereavement Leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

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.

REPRESENTATION IN COURT

Subject to all appropriate provisions of California Government Code Sections, the County will, upon request of an employee or former employee and approval by the Board of Supervisors, defend against a claim or action for an injury arising out of an act or omission (e.g., not as a result of intentional misconduct and/or unlawful conduct) occurring within the scope of employment as an employee of the County and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the County has agreed.

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

Effective December 17, 2007, any employee newly hired into a permanent General/Miscellaneous position represented by the Association of County 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 Association of County 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 Association of County 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.

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

Any employee newly hired into a permanent position between June 11, 2012, and December 23, 2012, in a General/Miscellaneous classification represented by the Association of County Engineers – Unit 42 (Engineers), 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

<u>GENERAL/MISC.</u>		<u>SAFETY</u>
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.

The foregoing summary of Tier IV General/Miscellaneous Retirement Plan – Mandatory is for the parties' general reference and does not modify the County Board Resolution or County Ordinances which established this tier.

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.

HEALTH INSURANCE

1. Effective December 18, 2017, 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	\$293	N/A	\$293
Employee plus Child(ren)	\$293	\$110	\$403
Employee plus Spouse	\$293	\$110	\$403
Employee plus Family	\$293	\$115	\$408

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 the Department of 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 and desires to maintain their opt out status must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by the Department of Human Resources. If an Opt Out Form is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by the Department of Human Resources, 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.

5. 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. 4 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.
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.

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.

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.

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-Milius-Brown Act and other applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

TERM OF MEMORANDUM OF UNDERSTANDING AND RENEGOTIATION

This MOU shall be in effect from November 20, 2017, through November 17, 2019. The parties agree to begin negotiations on a successor MOU on or about September 1, 2019.



COUNTY OF FRESNO



ASSOCIATION OF COUNTY
ENGINEERS – UNIT 42

10.23.17

Date

10/23/17

Date