MEMORANDUM OF UNDERSTANDING

BETWEEN

STATIONARY ENGINEERS LOCAL 39 – UNIT 39

(OPERATING ENGINEERS)

AND

THE COUNTY OF FRESNO

DECEMBER 11, 2023 – DECEMBER 7, 2025

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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 39 (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 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 Union as the exclusive representative of all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in Unit 39.

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.

DUES AND DEDUCTIONS

The Union may have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The Union is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employees' responsibility to submit requests to start or stop dues deductions directly to the Union and not to the County. The Union is responsible for maintaining the dues deduction 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 Union membership, dues amounts, and payroll deductions must be directed to the Union and not the County.

The Union 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 Union 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 promptly provide the County 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 Union 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 Union's representations and certifications regarding employee dues deduction authorizations.

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

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 the 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 (72 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 seventy-two (72) 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 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) shall have the opportunity to meet with the department head of Internal Services Department 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.

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 will participate in an Annual Leave Plan as governed by the Fresno County Salary Resolution, Section 600.

SDI AND ANNUAL LEAVE INTEGRATION

All employees represented by this Unit shall have a mandatory payroll deduction each pay period equivalent to the premium costs of State Disability Insurance (SDI).

The conditions of this disability insurance are subject to those established by the State of California, Employment Development Department (EDD) and the County.

It is understood and agreed that any future increases in the premiums for this coverage shall be borne by the Unit employee.

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 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.

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.

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.

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 called for jury duty will be assigned to a Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule.

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:

Plan Selection	Total Contribution
Employee Only	$433
Employee plus Child(ren)	$688
Employee plus Spouse	$688
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, 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 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 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 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. 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 30 days after date of hire. 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 lowest cost Health and Dental Plan.

6. 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 the 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 Plan(s) and does not submit an Opt Out Form (as outlined in No. 5 above), shall be enrolled in the lowest cost Health and 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 result 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.

HEPATITIS VACCINATION

Employees assigned to work in the County detention facilities shall be screened to determine if the hepatitis vaccination will be of medical benefit to the employee. If it is determined to be of benefit, the employee has 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.

Employees assigned to the County detention facilities, who are not able to receive the tests or vaccinations while on duty, shall present themselves at times designated by the County without causing the expenditure of overtime. Scheduling for this process shall be at the sole discretion of the County.

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

The parties further agree that hepatitis vaccination may be provided to other job classes in the Unit at the discretion of the County.

HOLIDAYS

The dates listed below shall be observed subject to provisions contained in this MOU:

January 1 (New Year's Day)

Third Monday in January (Martin Luther King Jr.'s Birthday)

Third Monday in February (Washington - Lincoln Day)

March 31 (Cesar Chavez' Birthday)

Last Monday in May (Memorial Day)

June 19 (Juneteenth)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving Day)

Friday following Thanksgiving

December 25 (Christmas)

Every Monday following a Sunday which falls on January 1, March 31, June 19, July 4, November 11, or December 25

Every Friday when such Friday immediately precedes January 1, March 31, June 19, July 4, November 11, or December 25

Holidays Celebrated on Action Days

Notwithstanding the above, only the actual days upon which January 1, March 31, June 19, July 4, November 11, and December 25 fall shall be considered paid holidays for Unit personnel who do not work a Monday through Friday work schedule. Unit personnel who do work a Monday through Friday work schedule shall continue to celebrate January 1, March 31, June 19, July 4, November 11, and December 25 as provided in the "Holidays" section above.

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work or on approved paid leave on their last assigned shift immediately before or after the holiday. Employees claiming paid leave for illness or injury purposes on their last assigned shift immediately before or after a County holiday may be required by the department head to provide a statement from a California licensed physician affirming that employee's absence for illness or injury purposes in order to be eligible for holiday pay.

Holiday Credit

Providing the criteria for "Holiday Pay Eligibility" is met, employees occupying permanently allocated positions who are assigned a full-time equivalency (FTE) of 80% or more shall receive eight (8) hours of holiday pay at their base hourly rate of pay for the holiday itself; those employees who are assigned an FTE of less than 80% shall receive four (4) hours of holiday pay at their base hourly rate of pay. If the employee works the holiday, the employee may elect to accrue the aforementioned eight (8) hours, in lieu of cash compensation, up to a maximum of 24 hours. The combined balances of Holiday (maximum 24 hours) and Compensatory Time Off (CTO) shall not exceed sixty (60) hours.

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 one and one-half (1½) times the employees base hourly rate of pay. 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.

Hours worked on a holiday, which meet the overtime criteria as defined in the Overtime Article of this MOU, shall be paid at the overtime rate of one and one-half (1½) times the employee's base hourly rate of pay as set forth in the Overtime Article of this MOU. The employee may elect to accrue CTO for these hours, in accordance with the Overtime Article of this MOU, subject to the sixty (60) hour combined maximum.

Holidays Falling on Days Off

Except as herein provided to the contrary, if the holiday falls on an employee's regular day off, the employee may opt to accrue holiday time off, up to eight (8) hours (or four (4) hours as defined herein for employees with an FTE less than 80%), in lieu of holiday pay. However, the combined hours of holiday time off and CTO shall not exceed sixty (60) hours (24 of which may be holiday accrual).

Holiday – Alternative Work Schedules

During a week in which a holiday occurs, employees in full-time positions working an alternative work schedule (e.g. ten hours per day), shall revert to a regular five-day, 40-hour workweek, and shall be paid a maximum of eight (8) hours of holiday credit.

Holiday Time Off Balances

Holiday time off balances (maximum of 24 hours) when combined with the CTO balances, shall not exceed sixty (60) hours. Employees may request to be paid in cash at any time for accrued hours. Use of holiday time off shall be at a time mutually agreed upon by the employee and department head or his/her representative.

Any hours exceeding the sixty (60) hour combined maximum shall be paid in cash by the department on the next available pay period. Holiday time off hours may be paid off annually in cash at a time selected by the Department Head at their discretion. Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO and Holiday Time Off balances.

LIFE INSURANCE

The County agrees to offer life insurance at the option of individual employees. Such insurance is to be paid for by the employee 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.

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.

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 receive compensation in cash at the rate of one and one-half (1½) the employee's hourly rate of pay for overtime worked, as defined herein.

Overtime is defined as authorized work performed in excess of the normal work schedule (e.g. over eight hours per day) or over forty (40) hours in a workweek/FLSA work period, (from 12:01 a.m., Monday through Midnight the following Sunday).

Overtime shall also include all authorized consecutive hours (e.g., over eight hours per day) which extend into a new day. This provision shall include hours worked before or at the end of a work shift. However, overtime paid in this setting shall not be included in any overtime computation for regularly assigned work hours on the new day.

Compensatory Time Off

Employees covered by this MOU in departments designated in the Salary Resolution may accrue compensatory time off up to a maximum of sixty (60) hours (24 of which may be holiday accrual). Employees may request to be paid in cash at any time for accrued hours.

Any hours accrued above the sixty (60) hour combined maximum shall be paid in cash by the department on the next available pay period. Compensatory time off and Holiday Accrual balances may be paid off annually in cash at a time selected by the department head at his/her discretion. Annually shall mean once within a twelve (12) month period.

Overtime worked and accrued in a pay period may be taken off during that same pay period if mutually agreed upon. Employees shall not be allowed to accrue any additional hours until their combined hours fall below the maximum of sixty (60) hours.

All compensatory time off will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee. Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO and Holiday Time Off balances.

STANDBY PAY

In an emergency situation, as determined solely by the department head, employees may be placed on standby. Employees who are placed on standby shall be compensated for time on standby at the rate of $5.00 per hour. Call-back pay and/or overtime cannot be earned concurrently with standby pay.

When on standby, the employee shall remain within a reasonable distance as to be able to report in a timely manner, shall inform the designated management or supervisory person of exactly where the employee may be reached, and shall be in a fit condition to return to work.

Employees called back to work who meet all criteria for use of private vehicles on County business shall be reimbursed for mileage driven to and from home at the current reimbursement rate.

Employees who are placed on standby who receive work-related phone calls at home shall be compensated at time and one half (1 ½) for time actually spent on the call. Compensation for phone calls shall be earned concurrently with standby pay.

CALL-BACK PAY

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).

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 the above 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 over forty (40) hours in the FLSA work period for employees also specified in the Overtime Article. In these latter instances, 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.

Employees who receive work-related phone calls at home shall be compensated at time and one half (1½) for time actually spend on the call.

An 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 combined sixty (60) hour maximum (24 of which may be holiday accrual).

SHIFT PREMIUM

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. is eligible for shift premium and shall be paid, in addition to the basic compensation, an eight percent (8%) 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, as defined above, 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.

An employee whose regular eight (8) hour shift begins **and** concludes between 5:00 a.m. and 7:00 p.m. shall not be eligible for shift premium for any regular or overtime hours worked, even if the overtime hours occur prior to 5:00 a.m. or extend beyond 7:00 p.m. Exception: if any employee who works a regular day shift performs an **entire** overtime shift that begins or concludes between the hours of 7:00 p.m. and 5:00 a.m., he/she is eligible for shift premium for that overtime shift for all work hours which occur after 7:00 p.m. and before 5:00 a.m.

Additionally, employees working a regular day shift flexible work schedule which extends into the hours of 7:00 p.m. to 5:00 a.m. shall not be eligible for shift premium.

DETENTION FACILITY DIFFERENTIAL

Employees of this Unit shall be paid $5.00 per day, to a maximum $50.00 per pay period, when four (4) or more hours are spent working in the County Jail, Juvenile Justice Campus, or the locked component of the Psychiatric Health Facility (PHF), Psychiatric Assessment Center for Treatment (PACT), in which patient access exists. Said employees assigned to these facilities for less than four (4) hours per day shall be paid the above differential on a daily prorated basis. The differential shall not be paid during periods of time off (e.g., Annual Leave; Vacation; Sick Leave).

LEAD WORKER ALLOWANCE

Employees in this Unit (except for Apprentice Mechanic employees) who are assigned by management to perform lead work involving assigning, reviewing, and coordinating the work of employees shall receive an allowance of $100.00 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 pleasure 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.

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.

Work Schedule

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

When a shift in the Facility Services Division of the Department of Internal Services becomes available due to an employee's resignation, promotion, termination, etc., management agrees to fill the shift on the basis of classification series seniority, staffing needs, employee experience, and the needs and desires of employees. All other factors being relatively equal, as determined by management, employee seniority will be the primary consideration.

Regardless of specific starting and ending time, every employee's regular work schedule 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.

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

Employee requests for alternative work schedules shall be considered based on recommendations of management pursuant to Administrative Policy 62. Any AWS must be agreed upon in writing by the Union and Labor Relations.

Fleet Services "Employee Time Cards"

Fleet Services personnel must time-clock an "employee time card" at the beginning of each shift, when leaving for the lunch period, returning from the lunch period, and at the end of each workday. Additionally, they must time clock the card each time they begin and conclude work on

County equipment. Fleet Services personnel may choose whether to time-clock the repair order or write in the beginning and completion time for each equipment task.

The "employee time card" time-clocked is used solely for internal County billing purposes and will not be used as documentation of attendance problems in cases of disciplinary action. However, the County payroll time sheet will reflect the employee's correct work arrival/departure times and may be used in cases of disciplinary action.

FACILITY SERVICES JAIL ASSIGNMENTS

Facility Services personnel may be permanently assigned to the County Jail subject only to employee's request for release, employee performance, and training and operations needs of the department. Such assignment shall be offered for bid. Once bid, management will interview each interested employee and make a selection. Selection shall be made on the basis of classification series seniority, staffing needs, experience, and the needs and desires of the employees. All other factors being relatively equal as determined by management, employee seniority will be the primary consideration. Facility Services jail assignment personnel are not eligible to receive temporary parking permits.

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.

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.

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 representative 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 County of Fresno 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).

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

<u>License Registration</u>

Employees in a job classification requiring a vehicle operator license shall possess and display such license to supervisorial 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.

<u>Medical Examinations</u>

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.

TOOL INSURANCE

One-hundred and No/100 Dollars ($100.00) employee-paid deductible, eight thousand and No/100 Dollars ($8,000.00) ($40,000.00 garage personnel) maximum coverage tool insurance will be provided by the County for employees who are required as a condition of employment to provide a standard set of tools, as determined by management. To qualify for coverage, employee's tools must be inventoried periodically as specified by management. A complete list of kind, brand, size, etc., will be maintained by management for each employee. Insurance shall not be paid for tools other than those which appear on the verified management list. Replacement shall be at current cost, on a brand-for-brand replacement basis.

Tool insurance will not cover losses due to damage, normal wear and tear, nor loss by the employee, but rather shall cover verified instances of fire, burglary or theft which are formally reported to the appropriate police agency and which occurred on County premises or from a County vehicle. The insurance will not cover fire, theft or burglary where there is evidence of employee negligence.

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.

<u>Chemical Exposure</u>: 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.

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.

EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

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

All Unit employees are covered by the Fresno County Employee Grievance Resolution Procedure as described below. Refer to the attachment for a copy of the Employee Grievance Resolution 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 grievances, 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 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) calendar days after the alleged grievance 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. The supervisor will respond in writing to the employee within seven (7) calendar days of their discussion with the employee.

Step 2: Department Review

If a mutually acceptable solution has not been reached during Step 1, and the employee wishes to pursue the grievance formally, the employee shall submit it in writing on the attached Employee Grievance Resolution Form to the Department head with a copy to the Labor Relations Division no later than seven (7) days after the supervisor's written response. The Department Heads will consider the grievance, and render a written decision on the grievance form, or by attached copy, within seven (7) calendar days of receipt of the formal grievance from the employee. The written decision shall include a clear and concise statement including the reason(s) for the decision.

If the Department, in consultation with the Labor Relations Division, determines that the grievance is outside the Department Head's authority, or the grievance involves employees working in separate departments, then such grievance shall be submitted to Step 3.

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 may be submitted to the Labor Relations Division for resolution. If the grievance has been reviewed at Step 2, the Labor Relations Division will attempt to mediate the grievance between the parties concerned. If the grievance ~~it~~ has been referred directly to the Labor Relations Division, without having gone through Step 2, the Labor Relations Division will consider the grievance, and shall provide a written response to the employee or their representative. A request for Labor Relations Review must be received by the Labor Relations Division within seven (7) calendar days of the completion of Step 2, or within seven (7) calendar days of the completion of Step 1 for grievances involving matters outside the Department Head's authority, or involving employees working in separate departments.

Labor Relations Review must occur within fourteen (14) calendar days of receipt of the request for such review, unless mutually waived.

Step 4: Mediation

Grievances unresolved at Step 3 may be submitted to Mediation upon written request by the employee, or their representative, to the Labor Relations Division within seven (7) calendar days of the completion of Step 3. 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 a grievance resolution before Step 5 is pursued. The parties shall not divulge in any form the offers made in mediation.

Step 5: Grievance Hearing

Grievances unresolved at Step 4 may be submitted to a Grievance Hearing. If the grievance is not resolved through Mediation, the employee or their representative shall contact State Mediation and Conciliation Services, within seven (7) calendar days of completion of Mediation, to obtain a list of periods willing to serve as Hearing Officer, with a copy to the Labor Relations Division. The cost of the Hearing Officer shall be borne equally by the employee, or their representative, and the County.

A pre-hearing conference with the Hearing Officer and the parties shall be set on the day of the hearing immediately preceding the hearing. The purpose of the conference is to identify issues to be resolved and any available remedies; to determine jurisdiction and/or grievability; to stipulate to uncontested facts and documents; to identify whether or not the potential decision can be implemented or is appealable; to review the process and conduct of the hearing; and to identify any potential problems. The Hearing Officer shall state in writing their factual findings and reasons for their decision within thirty (30) calendar days of the hearing, if possible.

Implementation

If the remedy requested by the employee can be implemented by the Department Head the decision of the Hearing Officer is final and subject to judicial review as set forth below. If the remedy requested by the employee cannot be implemented by the Department Head by requires action by the Board of Supervisors, the Hearing Officer shall issue a recommendation to the Board of Supervisors. The recommendation will be submitted for consideration by the Board of Supervisors at their next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding.

Judicial Review

The Hearing Officer's decision may be submitted to the Superior Court for judicial review by either the County of the employee. A court reporter will be required to preserve the record of the hearing for appeal, if any, of the Hearing Officer's decision in a court of law pursuant to these rules. The cost of the court reporter shall be borne equally by the employee, or their representative, and the County. Appeal from decisions by the Hearing Officer shall be on the record of the Hearing Officer hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within ninety (90) calendar days after the Hearing Officer's decision.

GRIEVANCE PROCEDURE RULES

1. Except where a remedy is otherwise provided for by County Charter, Civil Service Commission rules, or law, any employee shall have the right to present a grievance arising from their employment in accordance with the rules and regulations of this procedure. Grievances filed that are pursuant to another administrative remedy, e.g. discrimination complaint procedure, shall be returned unprocessed with an explanation for the decision.

2. 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 shall have the assurance that filing of a grievance will not result in reprisal of any nature.

3. A grievance shall be filed using the attached Employee Grievance Resolution Form. The Employee Grievance Resolution Form will be made available through the individual departments, the Labor Relations Division, The Department of Human Resources website, and Stationary Engineers – Local 39.

4. The aggrieved employees shall have the right to represent their own grievance or do so through a representative of their choice. This representation may commence when the grievance is presented formally in writing as provided in Step 2.

5. The processing of a grievance shall be considered as County business, and the employee and their representative, if any, shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused. The Department Head shall consider the "impact" on departmental operations when granting time and facilities involving the processing of a grievance.

6. 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.

7. Failure of the employee or their representative to abide by the prescribed time limits at any phase shall terminate the grievance process and the matter shall be deemed resolved. The County shall abide by the prescribed time limits; failure to do so will result in the grievance being automatically moved to the next phase of the grievance procedure, unless the next step is the Grievance Hearing.

8. When two (2) or more employees experience a common grievance, they may initiate a single group grievance. A minimum of two (2) employees must sign the grievance form. If the employees work in separate departments, the grievance shall be referred immediately for a Labor Relations Review.

DEFINITIONS

Day/Calendar Day – A calendar day. The time period for grievance purposes begins on the first day following the day the grievance is sought, filed, or submitted to the next step. When the time period for a given step in the grievance procedure ends on either a weekend or a holiday, it shall be automatically extended to the next regular County workday.

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; employment or working conditions which the employee believes has been adversely affected due to misapplication of:

A memorandum of understanding, an ordinance or resolution of the Board of Supervisors, or the written policies, administrative orders, or clearly established lawful past practice of a department, relating to the employment of the individual; provided, however, that such complaint shall not include matters within the scope of representation which are subject to the meet and confer process, any action subject to the jurisdiction of the Civil Service Commission, including disciplinary actions taken under County Personnel Rules, or any other matters which are otherwise subject to the jurisdiction of another administrative remedy.

If a grievance is alleged relating to a past practice as specified above, the grievant must first establish that practice has existed, and if sustained, any decision relating to the grievance shall only apply to the specific grievance and shall not be considered as a precedent.

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

Representative – The person selected by the employee to appear along with the employee in the presentation of a grievance, beginning at Step 2.

Settlement – An agreement between the parties intended to resolve the grievance. Such agreement may be reached between the parties at any step in the Employee Grievance Resolution Procedure. No settlement may be made in violation of an existing rule, ordinance, or memorandum of understanding.

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.

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 successor a 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 sideletter agreements and 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.

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. The County will notify the Union at least ten (10) calendar days in advance of a scheduled New Employee Orientation, unless the County is unable to reasonably do so because of an unforeseeable, urgent need critical to County operations.

MOU REOPENER

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

TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from December 11, 2023, through December 7, 2025. Negotiations for the successor MOU shall begin approximately three months prior to the expiration of the MOU.

COUNTY OF FRESNO

Steve Woods, Labor Relations

11/28/23
DATE

STATIONARY ENGINEERS – LOCAL 39
UNIT 39 – OPERATING ENGINEERS

Bart Florence Business Manager

Jeff Gladieux , President

Brandy Johnson, Director of Public Employees

Jennifer Osborn
Jennifer Osborn, Business Representative

Cal Butterfield

Howard Glover

Kelly Jones

David Rapp

11/29/23
DATE

ADDENDUM – SALARIES
TO MEMORANDUM OF UNDERSTANDING
FOR OPERATING ENGINEERS - UNIT 39

- 5% increase effective December 11, 2023
- Step 6 effective July 8, 2024
- 3% increase effective December 9, 2024

Classification	Current Range	5% Increase Eff 12/11/23	3% Increase Eff 12/9/24
Air Conditioning Mechanic	2261	2374	2445
Apprentice Mechanic	1556	1634	1683
Automotive Mechanic	2080	2184	2250
Building Maintenance Engineer	2261	2374	2445
Fleet Services Parts Specialist	1403	1473	1517
Heavy Duty Mechanic	2226	2337	2407
Locksmith	2169	2277	2345
Maintenance Carpenter	2169	2227	2345
Maintenance Electrician	2169	2227	2345
Maintenance Painter	2019	2120	2184
Maintenance Plumber	2261	2374	2445
Welder	2038	2140	2204

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

Please be sure to read the entire attached Employee Grievance Resolution Procedure, including the rules and definitions, before completing this form.

______________________________	______________________________
Employee Name(s)	Job Classification(s)
______________________________	______________________________
Department(s)	Division(s)
______________________________	______________________________
Mailing Address	Work Phone(s)

☐ Check this box if this is a group grievance (two signatures required on page 2)

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

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 additional 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)

☐ Management Directive (Attach a Copy)

☐ Administrative Order (Attach a Copy)

- ☐ Clearly established lawful past practice. (Documentation that this is a past practice must be attached.)

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. I request a Department Review ☐

______________________	______________________	__________
Employee Signature	Print Name	Date
______________________	______________________	__________
Employee Signature	Print Name	Date

5. Date forwarded to Department Head: ______________________________

6. Name/phone number of representative, if any: ____________________________

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

NOTE: The employees must forward a COPY of the grievance form to the Labor Relations Division, Fresno County Plaza, 2220 Tulare Street, 16th Floor, Fresno, CA 93721. (Stop #188 through County Messenger Service and/or FAX 559-4791). The COPY must be forwarded the same day employee submits the ORIGINAL to the Department Head.

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

STEP 2 – DEPARTMENT REVIEW

1. Date request received by Department: __________________________
2. Date of Department conference (if applicable): ___________________
3. Date of Department response: _________________________________
4. Decision (or Attached Copy):

5. Department Head's signature: ____
6. Date delivered to employee: ____

7 I request a Labor Relations Review ☐

Employee's Signature

Date Forwarded to
Labor Relations Division

NOTE: The Department must return the ORIGINAL grievance form to the employee or their representative (if identified on this form), and send a COPY to the Labor Relations Division (Stop #188 and/or FAX 559-455-4791

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐