

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**PROFESSIONAL ASSOCIATION  
OF EMPLOYEES**

**UNIT 19**

**(PROFESSIONAL EMPLOYEES)**

**AND**

**THE COUNTY OF FRESNO**

**SEPTEMBER 26, 2016 – JUNE 30, 2018**

# UNIT 19

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## **INTRODUCTION/PURPOSE**

We the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and the Professional Association of Employees, Unit 19 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 19. 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 Unit 19.

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 DEDUCTION**

Each new employee may choose to become an Association member.

Association members may withdraw their membership under one of the following conditions:

- a. Annually during the month of November
- b. When this MOU expires and there is no successor MOU/extension in effect
- c. When the job classification is removed from the Unit

For each employee that opts to become a member, 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 and amounts deducted, shall be forwarded promptly to the Association Office. The Payroll Division of the Auditor-Controller/Treasurer-Tax Collector's (hereinafter Auditor-Controller) Office shall maintain a registry of members for Association inspection.

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.

## **REPRESENTATIVE ACCESS**

Authorized Association representatives will be granted access to work locations with the approval of the appropriate management representative for the purpose of conducting grievance investigations and observing working conditions.

To gain such access, Association representatives shall obtain permission from the department head or designee sufficiently in advance as determined by the department head or designee. Once access permission is granted and the representative arrives, the representative shall confine activity specifically to the stated reason for requesting access.

### **EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE**

The Employee Grievance Resolution Procedure and Form shall be available on the Department of Human Resources website.

### **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.

### **CERTIFICATION BONUS**

Any employee in the classifications of Auditor-Appraiser I/II/III and Accountant I/II/Senior who are California Certified Public Accountants (CPA) or California Public Accountants (PA) and who are currently receiving two and one-half percent (2.5%) in addition to their normal pay as of October 25, 2015, shall continue to receive said pay until such time that the employee demotes, transfers, or promotes out of bargaining Unit 19 or separates from County Service. Effective October 26, 2015, no other incumbents employed in these Unit 19 classifications or employees prospectively hired into these Unit 19 classifications will be eligible for this pay.

### **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.

### **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 Fresno County Salary Resolution, Section 600.

### **SALARIES**

<u>Classifications</u>	Current Bi-Weekly Salary Range	2% Increase Eff. 9/26/16	1% Increase Eff. 1/2/17	2% Increase Eff. 9/25/17
Accountant I	1552	1583	1599	1631
Accountant II	1795	1831		1868
Appraiser I	1464	1493		1523
Appraiser II	1690	1724		1758
Appraiser III	1993	2033		2074
Auditor – Appraiser I	1464	1493		1523
Auditor – Appraiser II	1690	1724		1758
Auditor – Appraiser III	1993	2033		2074
Clinical Laboratory Technologist I	1692	1726		1761
Clinical Laboratory Technologist II	1906	1944		1983
Clinical Laboratory Technologist III	2086	2128		2171
Environmental Health Aide	1226	1251		1276
Environmental Health Specialist I	1657	1690		1724
Environmental Health Specialist II	1859	1896		1934
Environmental Health Specialist III	2050	2091		2133
Environmental Health Specialist Trainee (Flat)	1446	1475		1505
Epidemiologist	2182	2226		2271
Public Health Chemist I	1556	1587		1619
Public Health Chemist II	1750	1785		1821
Public Health Microbiologist I	1556	1587		1619
Public Health Microbiologist II	1750	1785		1821
Senior Accountant	2097	2139		2182

### **MANAGEMENT RIGHTS**

- A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.
- B. No portion of this County Management Rights article shall be construed to obligate the County in any way.
- C. All decisions made in accordance with County Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.

- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.
- F. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- G. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.
- H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
  - 1. determine the mission of its constituent departments, commissions, boards, and committees;
  - 2. set standards of services and evaluate the County's effectiveness in delivery of these services;
  - 3. determine the procedures and standards for employee selection, promotion, demotion, transfer reassignment and/or layoff;
  - 4. select, train, direct, assign, demote, promote, layoff, dismiss its employees;
  - 5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
  - 6. take disciplinary actions;
  - 7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
  - 8. evaluate and maintain the efficiency of County operations;
  - 9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;
  - 10. determine the content of job classifications;
  - 11. take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
  - 12. exercise complete control and discretion over its organization and the technology to perform its work;

13. make rules and regulations pertaining to employees consistent with this MOU;
14. make all financial and budgetary decisions;
15. establish, allocate, schedule, assign, modify, change and discontinue workshifts and working hours and workweeks;
16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;
17. engage consultants for any future or existing function or operation of the County;
18. order overtime.

### **BEREAVEMENT LEAVE**

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

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

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

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

### **HOLIDAYS**

The dates listed below which fall within the normal workweek of Monday through Friday shall be considered paid holidays and shall be observed subject to provisions contained within 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 Day)
- Last Monday in May (Memorial Day)

- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day following Thanksgiving
- December 25 (Christmas)
- Every Monday following a Sunday which falls on January 1, March 31, July 4, November 11, or December 25
- Every Friday when such Friday immediately precedes January 1, March 31, July 4, November 11, or December 25

#### 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 and after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before or after a County holiday as set forth in this MOU may be required by the department head to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

#### Compensation for Time Worked on a Holiday

When employees represented by this Unit are required to work on a holiday as listed herein, the time so worked shall be compensated at the rate of one and one-half (1½) times the employees base hourly rate of pay. Hours worked in excess of eight (8) hours meet overtime criteria and shall be paid at the overtime rate of one and one-half (1½) times the employees base hourly rate of pay, or accrued compensatory time off (CTO), subject to the twenty-four (24) hour maximum as set forth in the Overtime Article of this MOU. 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. Additionally, full-time employees shall receive eight (8) hours of holiday pay at their base hourly rate of pay.

Whenever the dates listed above fall on either a Saturday or Sunday they shall not be considered as holidays for County employee compensation purposes regardless of whether or not the employee actually works on that day.

#### Holidays - Part-Time Employees

Employees occupying permanently allocated positions who work eighty percent (80%) or more of a full-time position shall be credited with eight (8) hours of holiday pay; employees occupying permanently allocated positions who work less than eighty percent (80%) of a full-time position shall be credited with four (4) hours of holiday pay.

#### Holiday Pay – Flexible Work Week

Employees in full-time positions who are working a flexible workweek, such as the four-day workweek, ten hours per day, shall be paid a maximum of eight hours of holiday pay. If the



employee's regular schedule includes hours in excess of eight per day, a holiday off shall either be supplemented by Annual Leave, other accrued paid time, or unpaid leave.

#### Holidays Falling on Days Off

Employees shall be paid eight hours (or four hours as defined herein for part-time employees) of holiday time for a holiday falling on his or her regular day off.

### **CALL-BACK AND STANDBY PAY**

#### 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 departure from the 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. Time spent at the work location at the rate of time and one-half (1½).

The rate of pay upon which the time and one-half (1½) payment shall be made shall be the employee's base hourly rate of pay. If the call-back time worked meets the definition of overtime under provisions of the FLSA, overtime shall, regarding the non-exempt classifications of Environmental Health Aide and Environmental Health Specialist Trainee, be calculated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, as defined by provisions of the FLSA.

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

#### Standby Pay

Employees who are placed on standby shall be compensated for the standby time at the rate of Twenty Dollars (\$20) for eight (8), nine (9), or ten (10) hours, depending upon normal schedule.

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

Environmental Health Specialists who are required by management to be placed on standby for response to a hazardous material emergency, shall be compensated at a forty-dollar (\$40) rate for each eight (8), nine (9), or ten (10) hour shift, depending upon normal schedule.

## **OVERTIME**

### **Compensation**

All employees covered by this MOU shall receive compensation in cash at the rate of one and one-half (1½) for overtime worked. In determining whether or not overtime hours have been worked, only productive work hours (actual hours worked) shall apply. Overtime is authorized work performed by employees in excess of eight (8) hours a day or over forty (40) hours in a work week. Overtime shall be paid at time and one-half (1 ½) of the employee's base rate of pay ("County" overtime). In regard to the non-exempt classifications of Environmental Health Aide and Environmental Health Specialist Trainee, if the overtime meets the definition of overtime under the provisions of FLSA, overtime shall be calculated at a rate of one and one half (1 ½) times the employee's regular rate of pay ("FLSA" Overtime). Should the calculated "FLSA" overtime be greater than the calculated "County" overtime, an adjusting entry (earn code 90-FLSA OT) shall be made.

Overtime shall also include all authorized consecutive hours worked over eight (8) hours in a day and which extend into a new day. This provision shall include hours worked before or at the end of a normal work schedule. However, overtime paid in this setting shall not be included in any overtime/ double-time overtime computation for regularly assigned work hours on the new day.

### **Compensatory Time Off**

Employees covered by this MOU in departments designated in Section 812.14 of the Salary Resolution may accrue compensatory time off, in lieu of cash compensation, up to a maximum of twenty-four (24) hours (40 hours for Environmental Health Specialist series). Employees may request to be paid in cash at anytime for accrued hours. Use of compensatory time off balances shall be at a time mutually agreed upon by the employee and department head or his/her representative. Compensatory time off balances may be paid off in cash at any time selected by the department head, at his/her discretion.

### **Eighth Consecutive Day**

Should employees of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8<sup>th</sup>) day, the employee will be compensated at the rate of two (2) times for overtime worked until such time as two (2) consecutive days off are received. This payment shall only apply when the employee has been scheduled by management and ordered to work more than seven (7) consecutive work days and does not apply when the work is as a result of the employee volunteering.

To clarify which employees are volunteers, each current employee shall be provided a form upon which to declare interest in working overtime. Employees may either complete the form, thereby indicating an interest in such work, or discard it. Employees who return the form shall not be entitled to double time pay for the eighth (8<sup>th</sup>) consecutive day worked or days thereafter. Employees may rescind the positive declaration at anytime by a simple statement in writing which refers to this paragraph.

## **CONTINUITY OF OPERATIONS**

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

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

## **COMPUTER PROGRAMMING MODIFICATIONS**

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

## **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, provided space can be made available without interfering with County needs. The Association shall provide timely advance notice (72 hours) of such meetings. The Association also agrees to pay any additional cost of security, supervision, damage and cleanup, and shall comply with the County regulations for assignment and use of such facilities.

## **JOB SHARING**

Job sharing arrangements may be requested by employees covered by this Unit through their department if such arrangements are operationally feasible, as determined by the department head. Such arrangements, if agreed to by the department head, would be consistent with the Fresno County Salary Resolution provisions and the terms specified in a job sharing agreement which the employee would be required to sign.

## **TIER III RETIREMENT – MANDATORY [Three (3) year average]**

Effective July 26, 2010, any employee newly hired into a permanent General/Miscellaneous position represented by the Professional Association of Employees shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier III):

- GC Section 31676.15
- GC Section 31630
- GC Section 31462

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 III.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by the Professional Association of Employees, shall continue under the retirement tier which they were enrolled in immediately prior to their promotion, demotion or transfer.

Any employee represented by the Professional Association of Employees, 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 Unit 19 (Professional Association of Employees), shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier IV):

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

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

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

## **CORRESPONDING TIERS**

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

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

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

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.

### **BILINGUAL SKILL PAY**

#### **Pay Provisions**

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

## **HEALTH INSURANCE**

1. Effective September 26, 2016, 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	\$233	N/A	\$233
Employee plus Child(ren)	\$233	\$95	\$328
Employee plus Spouse	\$233	\$95	\$328
Employee plus Family	\$233	\$100	\$333

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 for the 2015 Plan Year and desires to maintain their opt out status for subsequent Health Plan Year 2016, must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by the Department of Human Resources. If an Opt Out Form for Health Plan Year 2016 is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by 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. 5 above) of the County's Health Benefit Program no later than the first Monday of the second pay period of employment. Any newly hired employee who does not select one of the Health Insurance Plan(s) and does not opt out of the County's Health Benefit Program by the stated deadline, shall be enrolled in the non-Kaiser HMO Health Plan and DHMO Dental Plan.
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.

### **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 set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understandings or agreements by the parties (with the exception of 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.

### 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.

### TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from September 26, 2016, through June 30, 2018. Negotiations for the successor MOU shall begin no later than April 1, 2018.

County of Fresno



By: Javier Gomez

9/2/16  
Date

Professional Association of  
Employees – Unit 19



By: Daniel Betancur

9-2-16  
Date