

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**STATIONARY ENGINEERS  
LOCAL 39 – UNIT 13**

**(CRAFTS AND TRADES)**

**AND**

**THE COUNTY OF FRESNO**

**SEPTEMBER 26, 2016 – JULY 1, 2018**

# UNIT 13

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### ADDENDA/ATTACHMENTS

ADDENDUM – SALARIES  
ATTACHMENT – EMPLOYEE GRIEVANCE FORM

## **INTRODUCTION/PURPOSE**

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

## **RECOGNITION**

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

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

## **MANAGEMENT RIGHTS**

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

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

## **ACCESS**

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

## **BULLETIN BOARDS**

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

## **MEETING SPACE**

The County, at the Union's request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. The Union shall provide timely advance notice (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 per department) shall have the opportunity to meet with a department head (Internal Services and Public Works and Planning) or his/her designee in or around January, April, July and October of each year to discuss issues that were not resolved through the normal chain of command and/or make recommendations regarding operations/service issues. If the Union desires to meet, they shall submit an agenda of the issues that they wish to discuss to the department head in advance of the scheduled meeting. The Union or management may schedule additional meetings by mutual agreement. This language does not preclude employees from seeking remedy through any other lawful avenue

### **DUES DEDUCTIONS**

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

Union members may withdraw their membership within thirty (30) calendar days prior to the expiration of the MOU, when the MOU expires and there is no successor MOU/extension in effect, or when their job classification is removed from the Unit. Union members may withdraw their membership by sending (e.g. US Mail: email; fax) a signed written withdrawal notice to IUOE, Local 39, at the same time as the withdrawal card is submitted to the Payroll Section of the ACTTC's Office in accordance with procedures specified by the County.

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

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

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

### **ADMINISTRATIVE HEARINGS**

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

### **ANNUAL LEAVE**

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

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

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

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

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

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

## **COURT APPEARANCES**

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

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

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

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

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

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

### **HEALTH INSURANCE**

1. Effective September 29, 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. The parties agree to a reopener to discuss the contributions towards health insurance no sooner than October 17, 2016, for plan year 2017.
3. A minimum of one (1) health benefit plan, one (1) dental benefit plan, one (1) vision benefit plan, and one (1) pharmacy benefit plan will be available to employees and their dependents during Plan Year 2015. If, during the term of this agreement, any of the health benefit plan(s), dental benefit plan(s), vision benefit plan, mental health plan, or the pharmacy benefit plan is unable to fulfill its contractual obligation, the County, upon consultation with the Health Benefits Advisory Committee (HBAC), if necessary, will secure a suitable replacement.
4. Any employee participating in the County's Health Benefit Program must enroll in one of the Health Insurance Plan(s), unless an employee chooses to opt out of the County's Health Benefit Program.
5. Unless otherwise court ordered, eligible employees may choose to opt out of the County's Health Benefit Program (including any related life insurance program) 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 non-Kaiser HMO Health Plan and DHMO Dental Plan. Additionally, any employee who has opted out of the County's Health Benefit Program may re-enroll in the Program during the Annual Open Enrollment period.

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

### **HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Washington-Lincoln's Day	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday Following Thanksgiving  
Christmas Day

Friday Following Thanksgiving  
December 25

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

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

#### Holiday Pay Eligibility

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

#### Holiday Pay

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 of a full-time position shall receive eight (8) hours of holiday pay at their base hourly rate of pay; those employees who are assigned an FTE of less than 80% of a full-time position shall receive four (4) hours of holiday pay at their base hourly rate of 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 employee's 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.

Additionally, if eligible, full-time employees shall receive eight (8) hours of holiday pay at their base hourly rate of pay. The employee may elect to accrue the aforementioned eight (8) hours, in lieu of cash compensation, up to a maximum of twenty four (24) hours of holiday time off.

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 employees base hourly rate of pay as set forth in the Overtime Article of this MOU. The employee may elect to accrue compensatory time off for these hours, in accordance with the Overtime Article of this MOU, subject to the forty (40) hour maximum.

### Holidays Falling on Days Off

Except as herein provided to the contrary, an 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. Holiday time off may be accrued up to a maximum of twenty four (24) hours.

### Holiday – Flexible Workweek

Employees in full-time positions working a flexible workweek, e.g. ten hours per day, shall be paid a maximum of eight (8) 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.

### Holiday Time Off Balances

Holiday time off balances may be accrued up to a maximum of twenty four (24) hours. Any hours accrued above the twenty four (24) hour maximum shall be paid in cash by the department on the next available pay period. 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. Holiday time off balances, in excess of eight (8) hours, may be paid off annually in cash at a time selected by the department head at his/her discretion (for the department of Public Works and Planning, payoff will be made annually on the first paycheck in June). Cash payment of holiday time off shall be paid at the hourly rate in effect at the time of payment.

Employees in the department of Public Works and Planning with holiday balances in excess of 24 hours, at the time of Board of Supervisors' approval of this MOU, shall be paid as follows:

- Hours between 25 and 125 shall be paid on the first paycheck in November 2016
- Hours above 125 shall be paid on the first paycheck in February 2017

Employees shall not be allowed to accrue any additional hours until their balance falls below the maximum 24 hours.

## **LIFE INSURANCE**

The County agrees to offer life insurance at the option of individual employees. Such insurance is to be paid for by employees opting to receive this insurance and shall be subject to provisions as established by the County and the insurance carrier. The County agrees, at the request of the Union, to meet and confer on the impact of any change in such provisions presently established.

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

Employees who are seriously injured; or who become ill; or who are exposed to toxic materials; any of which are a result of an incident or exposure on the job which causes need for medical treatment and who cannot return to work, as verified by a California licensed

physician's statement, on the day such incident occurs, shall receive their full normal compensation for that day as though they had continued to work. There shall be no required use of annual or sick leave time for such day.

### **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 base hourly rate of pay for overtime worked, as defined herein.

Overtime is defined as authorized work performed in excess of the regular 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 worked (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.

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

Employees covered by this MOU may accrue compensatory time off up to a maximum of forty (40) hours. Employees may request to be paid in cash at any time for accrued hours. Use of compensatory time off shall be at a time mutually agreed upon by the employee and department head or his/her representative. Any hours accrued above the forty (40) hour maximum shall be paid in cash by the department on the next available pay period. Compensatory time off balances may be paid off annually in cash at a time selected by the department head at his/her discretion (for the department of Public Works and Planning, payoff will be made on the first paycheck in June). All cash payments of compensatory time off balances shall be made at the hourly rate in effect at the time of payment.

### **CALL-BACK PAY**

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

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

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

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

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

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

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

Under these circumstances, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back exceed those in a work period under FLSA provisions. In the latter instance, the employee shall be paid at the

rate of time and one-half (1½) his/her regular hourly rate of pay, as defined by FLSA. The fact that the County may initially calculate overtime based on the regular rate of pay for all overtime hours worked does not obviate the County's future exclusive right to differentiate between overtime rates as set forth herein.

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

### **SHIFT PREMIUM**

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

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

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

### **LEAD WORKER ALLOWANCE**

Employees in this Unit (except for Multimedia Technician II, Parks Groundskeeper III\* and Parks Maintenance Worker employees) who are assigned by management to perform lead work involving assigning, reviewing and coordinating the work of employees shall receive an allowance of fifty dollars (\$50) per pay period, pro-rated for the actual number of hours worked, not to exceed eighty (80) hours per pay period. There shall be no allowance paid during periods of paid or unpaid time off.

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

\*Will exclude Parks Groundskeeper II upon completion of classification series consolidation during the term of this contract

## **DETENTION FACILITY DIFFERENTIAL**

Employees in the Stock Clerk I/II classifications who are assigned to the County Jail or the Juvenile Justice Campus shall be paid two dollars and 50/100 (\$2.50) per day differential when four or more hours are spent in one (1) of those facilities. Stock Clerk I/II assigned for less than four (4) hours per day shall be paid the above differential on a pro-rated basis at \$.3125 per hour. This differential shall not be paid during periods of time off (e.g., Annual Leave; Vacation; Sick Leave).

## **WORK HOURS AND SCHEDULES**

### **Workweek**

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

### **Workday Work Schedules**

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

Regardless of specific starting and ending time, every employee's regular 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**

Fleet Services and Disposal Site personnel requests for alternative work schedules (AWS) 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.

### **Departmental Work Area Assignments**

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

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

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

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

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

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

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

#### Permanent Work Area Reassignment Requests

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

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

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

- A. The date the employee's request was submitted. The earliest request will normally be selected first. If two (2) or more requests are received the same day, the employee with the longest departmental seniority will be considered first.
- B. The reassignment will normally require the approval of both affected supervisory personnel.
- C. A request will only be considered after the employee has worked at his/her present location for eighteen (18) months. (Exceptions may be granted if the employee can show hardship and there is no other request for reassignment to consider.)
- D. Requests for reassignment will occur within a division first. After these requests have been considered and acted upon, requests for reassignment from other divisions will be considered.
- E. In the Maintenance and Operations Division, other factors may be considered when they serve the best interest of County work objectives

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

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

#### Bottom Dump/Transfer Truck Assignments

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

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

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

Both parties agree to the following:

#### Work Period

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

#### Workdays

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

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

## Work Hours

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

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

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

## **PERSONNEL FILES**

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

## **DISCIPLINARY ACTION**

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

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

## **SKELLY HEARING**

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

## **PRIVATE VEHICLE USAGE**

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

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

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

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

#### **License Registration**

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

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

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

#### **Medical Examinations**

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

### **DEFECTIVE VEHICLE WARNING/CITATION**

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

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

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

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

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

### **HEALTH AND SAFETY**

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

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

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

### **HEPATITIS VACCINATION**

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

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

### **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 Union 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 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 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 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 Arbitrator, 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(s) shall have the assurance that filing of a grievance will not result in reprisal of any nature. 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.
3. 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.
4. 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 consider the "impact" on departmental operations when granting time and facilities involving the processing of a grievance.
5. 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.

6. 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.
7. 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's 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.

### **CLASS SPECIFICATIONS**

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

### **CONTINUITY OF OPERATIONS**

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

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

### **REFERENCES/CITATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CORRESPONDING TIERS**

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

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

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

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

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

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

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

### **SAVINGS CLAUSE**

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

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

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

### **FULL UNDERSTANDING**

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

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

### **NEW EMPLOYEE ORIENTATION**

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

### **CONTRACTING OUT**

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

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

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

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

### **MOU REOPENER**

1. Foot Protection
  - a) One time only reopener effective no sooner than January 2, 2017, for Parks Groundskeeper.

## TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from September 26, 2016, through July 1, 2018. Negotiations for the successor MOU shall begin approximately three months prior to the expiration of the MOU.

COUNTY OF FRESNO



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

STATIONARY ENGINEERS – LOCAL 39  
UNIT 13 – CRAFTS AND TRADES

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

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

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



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

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

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

\_\_\_\_\_  
Joseph Haas

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

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

9.21.16

\_\_\_\_\_  
DATE

9-21-16

\_\_\_\_\_  
DATE

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

<u>Classification</u>	<u>Current Range</u>	<u>2% Increase Eff. 9/26/16</u>	<u>1% Equity Eff. 1/2/17</u>	<u>2% Increase Eff 7/3/17</u>	<u>1% Equity Eff. 1/1/18</u>
Disposal Site Attendant I	819	835		852	
Disposal Site Attendant II	923	941		960	
Disposal Site Equipment Operator I (Step 3*)	1261	1286		1312	
Disposal Site Equipment Operator II	1426	1455	1470	1499	1514
Disposal Site Equipment Operator Trainee	991	1011		1031	
Equipment Services Assistant	1112	1134		1157	
Graphic Arts Specialist	1463	1492		1522	
Multimedia Technician I	1181	1205		1229	
Multimedia Technician II	1308	1334		1361	
^Parks Groundskeeper I (Step 3*)	861	878		896	
^Parks Groundskeeper II	989	1009	1019	1039	1049
^Parks Groundskeeper III	1126	1149		1172	
Parks Maintenance Worker	1331	1358		1385	
Road Equipment Operator I (Step 3*)	1261	1286		1312	
Road Equipment Operator II	1426	1455	1470	1499	1514
Road Equipment Operator Trainee	991	1011		1031	
Stock Clerk I	819	835		852	
Stock Clerk II	923	941		960	
Traffic Equipment Operator I	1208	1232		1257	
Traffic Equipment Operator II	1354	1381		1409	
Traffic Equipment Operator Trainee	991	1011		1031	
^Tree Trimmer I (Step 3*)	1126	1149		1172	
^Tree Trimmer II	1230	1255	1268	1293	1306

\*Classification hired at Step 3 effective September 26, 2016.

^Classification subject to reclassification during term of this MOU.

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)

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

<b>DESCRIPTION OF GRIEVANCE</b>
---------------------------------

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:

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

<b>STEP 1 – INFORMAL DISCUSSION</b>
-------------------------------------

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, 16<sup>th</sup> 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)**

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐