

MEMORANDUM OF UNDERSTANDING

BETWEEN

SEIU - LOCAL 521

UNIT 22

**(PROFESSIONAL, PARA-PROFESSIONAL &
TECHNICAL EMPLOYEES)**

AND

THE COUNTY OF FRESNO

NOVEMBER 2, 2020 – NOVEMBER 14, 2021

UNIT 22

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ARTICLE 1 -- INTRODUCTION/PURPOSE

We the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and Service Employees International Union, Local 521, 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 22. 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 misunderstandings or differences which may arise under this MOU.

ARTICLE 2 -- RECOGNITION

Pursuant to the provisions of the Fresno County Employee Relations Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate state law, the County hereby recognizes the Union as the exclusive representative of all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in Unit 22.

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

ARTICLE 3 -- NON-DISCRIMINATORY POLICY

Neither the Union nor the County shall unlawfully discriminate against any employee for reasons prohibited by law.

ARTICLE 4 -- EMPLOYEE APPEALS

When an employee believes he/she has been adversely affected by an action taken by the County, he/she may appeal the consequence, where applicable, through:

1. The Employee Grievance Procedure, when the alleged adverse action is grievable as specified in the procedure;
2. The Civil Service Commission, when the alleged adverse action is appealable, as specified in the Personnel Rules or in Section 3.12.430 of the Employee Relations Ordinance, Unfair Employee Relations Practices - County.
3. Discrimination Complaint Procedure, when the alleged adverse action involves an unlawful discrimination employment practice or act.

ARTICLE 5 -- DUES AND DEDUCTIONS

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

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to

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

The Union will provide to the County an updated, certified deduction list of bargaining unit members who have provided written authorization for deductions. The County will make deductions for only those employees who are in the bargaining unit in accordance with such certified list. The Union will notify the County of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization, and will provide the County on a weekly basis, an updated, certified deduction list noting any specific changes from the last list provided to the County. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Union will pay the County's standard administrative fees for payroll deductions, which is currently estimated at \$0.03 per employee for all dues paying bargaining unit members, per pay period. Upon written notice from the County, the Union agrees to reopen and meet within 30 days of notice to increase administrative fees. Following the County's deductions of these administrative fees, the County will electronically transmit the balance of funds to the Union no later than thirty (30) days after the deductions occur.

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

This section of the MOU is not grievable.

ARTICLE 6 -- RELEASE TIME

When the Union wishes to be represented by a County employee, rather than a non-employee representative, at meetings within the scope of representation which affect the representation unit, that employee will have release time with prior department head approval for presentations to County Boards, Committees, and Commissions, and for meetings with management at the departmental and County-wide level. The Union representative will submit a written request to the department head at least three (3) business days prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

ARTICLE 7 -- REPRESENTATIVE ACCESS

Authorized Union 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, Union 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.

ARTICLE 8 -- SHOP STEWARDS

Purpose

The County recognizes the need and affirms the right of the Union to designate Shop Stewards from among employees in the Unit. It is agreed that the Union in appointing such Shop Stewards does so with the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

Role of Steward and Supervisor (Out-of-Unit)

The Shop Steward recognizes the fact that the out-of-unit supervisor is the representative in the department and, as such, is responsible to higher management for the quality of the work. As the out-of-unit supervisor is the representative for management, the Shop Steward is the representative for the Union. They must be willing to meet in good faith to settle grievances as they arise. The Shop Steward understands that the Stewardship function does not relieve them from conforming to all rules of conduct and standard of performance established by law, regulation, County or department policy or this MOU.

Selection of Stewards

The Union shall reserve the right to designate the method of selection of the Shop Stewards. The Union shall provide, in writing, a list of all Shop Stewards and Unit Officers to the Human Resources Department – Labor Relations and the appropriate department head(s) in February of each year. Further, the Union shall notify Labor Relations and the appropriate department head(s) each time there is a change of either Stewards or Unit Officers.

The total number of Shop Stewards allowed for this Unit shall be ten (10). The County and Union agree that they Shop Steward's area of responsibility is limited to their own department.

If a Steward promotes, demotes, or otherwise leaves the work location, the Union shall have the right to appoint a replacement.

Duties and Responsibilities of Stewards

The following functions are understood to constitute the duties and responsibilities of Shop Stewards:

Upon request of the aggrieved employee, and when the grievance has been reduced to writing as specified in the grievance procedure, a Steward may investigate the grievance provided it is in the Steward's area of responsibility (same department), as assigned by the Union, and assist in its presentation. Stewards shall be allowed a reasonable time for this purpose during their work shift

without loss of pay, subject to prior notification and approval by their out-of-unit supervisor. Grievances will be handled by one (1) Steward, but the Union may assign not more than two (2) Stewards to a group grievance.

After obtaining out-of-unit supervisory permission, Shop Stewards will be permitted to leave their normal work area during on-duty time in order to assist in presentation of a grievance. To obtain permission to investigate a grievance on on-duty time, the Steward shall advise the out-of-unit supervisor of the general nature of the grievance. The Shop Steward is permitted to discuss the problem with all employees immediately concerned and if appropriate, to attempt to achieve settlement with appropriate management representative involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by Stewards as part of the grievance process.

If, in judgment of the out-of-unit supervisor because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the Shop Steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the out-of-unit supervisor no later than the next working day from the date of Shop Steward was denied permission.

Shop Stewards may utilize the County E-mail system pursuant to his/her duties and responsibilities as defined by this MOU.

Limitations on Time Off

Stewards shall not be permitted time away from their work assignments for the purpose of conducting general Union business, consistent with the Employee Relations Ordinance.

ARTICLE 9 -- SALARIES

Salaries for all classifications included in this Unit shall be as specified in Addendum – Salaries.

ARTICLE 10 -- BULLETIN BOARDS

The County shall provide space for and permit the installation of Union bulletin boards (or provide reasonable space on County bulletin boards) for official Union 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.

ARTICLE 11 -- 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 Union 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 working hours and workweeks;
16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;
17. engage consultants for any future or existing function or operation of the County;
18. order overtime.

ARTICLE 12 -- ANNUAL LEAVE

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

All employees hired on or after October 10, 1983, will participate in the Annual Leave IV Plan as governed by the Fresno County Salary Resolution, Section 600.

ARTICLE 13 -- 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 Health and Safety Code, Section 102950), spouse's grandmother, spouse's grandfather, or spouse's grandchild. Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled, but not worked.

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

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

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

ARTICLE 14 -- 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 in the Salary Resolution:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr.'s Birthday)
3. Third Monday in February (Washington - Lincoln Day)
4. March 31 (Cesar Chavez' Birthday)
5. Last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day following Thanksgiving
11. December 25 (Christmas)
12. Every Monday following a Sunday, which falls on January 1, March 31, July 4, November 11, or December 25
13. 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 or 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 Section 900 of the Fresno County Salary Resolution may be required 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.

Holiday Credit

If eligible, full-time employees shall receive eight (8) hours of holiday pay at their base hourly rate of pay for the holiday itself. If the employee works the holiday, the employee may elect to accrue the aforementioned eight (8) hours, in lieu of cash compensation. The combined balances of Holiday (maximum 24 hours) and Compensatory Time Off shall not exceed sixty (60) hours.

Compensation for Time Worked on a Holiday

When employees in permanent positions in classifications eligible for overtime are required to work on a holiday as defined 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 for the first eight (8) hours worked.

Holiday overtime is not included as Fair Labor Standard Act (hereinafter FLSA) overtime in the FLSA work period. Therefore, holiday compensation can be received in cash or as holiday accrual to a maximum of 24 hours. The combined balances of Holiday and Compensatory Time Off shall not exceed sixty (60) hours.

Overtime hours worked on a holiday as defined in the Overtime Article of this MOU shall be paid at the overtime rate of one and one-half (1 ½) times the employee's base hourly rate of pay as set forth in the Overtime Article of this MOU. The employee may elect to accrue Compensatory Time off for these hours in accordance with the Compensatory Time Off and Overtime Articles of this MOU, subject to the combined balances of Holiday and Compensatory Time Off.

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 Time Off Balances

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

Employees shall not be allowed to accrue any additional hours until their holiday accrual falls below 24 hours, and their combined hours fall below the maximum sixty (60) hours. Any hours exceeding the sixty (60) hour combined maximum shall be paid in cash by the department on the next available pay period. Holiday time off hours may be paid off annually in cash at a time selected by the Department head at his/her discretion.

Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO and Holiday Time Off balances.

ARTICLE 15 -- REPRESENTATION IN COURT

Subject to all appropriate provisions of California Government Code Sections, the County will upon request of an employee or former employee defend against any class or action for an injury arising out of an act or omission occurring within the scope of employment as an employee of the County and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the County has agreed.

ARTICLE 16 -- EMPLOYEE REPRESENTATIVES

The Union may select one (1) employee representative for each department where employees in the Unit are located. Upon request and approval from his/her immediate supervisor, the employee representative will be given reasonable time off to notify the Union's representative of grievances or violations of this MOU.

Employee representatives will not process grievances. The employer agrees that the Union's representative will have immediate access (after notification to the person in charge) to the employee representative and concerned member or members upon receiving a report of a grievance or violation of this MOU. The Union agrees that the Union representative will notify the person in charge immediately upon his/her arrival at the work location.

ARTICLE 17 -- CALL-BACK

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 no fewer 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, unless the call-back time worked meets the definition of overtime under provisions of the FLSA; in the latter instance, overtime shall, as to non-exempt classifications, 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. 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.

This compensation is irrespective of any nonproductive time which may have been worked on that day or in that week.

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.

Compensatory time off may be elected subject to provisions set forth in this MOU and the Salary Resolution.

Time spent on a call-back assignment is not considered scheduled work time for purposes of the seven (7) consecutive work day provision in the Overtime article.

ARTICLE 18 -- STANDBY PAY

Employees who are placed on standby shall be compensated for the standby time at the rate of two and 50/100 (\$2.50) per hour. Employees who are actually called back to work shall be compensated pursuant to the Call-Back Pay article. Call-Back pay and/or overtime cannot be earned concurrently with Standby pay.

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 (this compensation is irrespective of any non-productive time which may have been worked on that day or in that week.) Compensation for phone calls shall be earned concurrently with Standby pay.

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

ARTICLE 19 -- REST PERIODS

Employees shall generally be entitled to two (2) rest periods each work day, not including the normal lunch or dinner break. Rest periods are County-paid time; only during periods of extremely heavy workload and/or staffing shortages as determined by management, rest periods may not be possible.

ARTICLE 20 -- OVERTIME

All employees covered by this MOU shall be paid at the rate of time and one-half (1½) for overtime worked. In determining whether or not overtime hours have been worked, only productive work hours (actual hours worked) shall apply. Overtime is authorized work performed by employees in excess of eight (8) hours a day or over forty (40) hours in a work week which will be paid at time and one-half (1½) of the employee's **base** rate of pay ("County" overtime) unless the overtime meets the definition of overtime under the provisions of FLSA. In the latter instance, overtime shall be calculated at the rate of one and one-half (1½) times the employee's **regular** rate of pay, as defined by provisions of the FLSA ("FLSA") overtime. Should the calculated "FLSA" overtime be greater than the calculated "County" overtime, an adjusting entry (earn code 90-FLSA OT) shall be made.

Consistent with other provisions of this MOU and the Salary Resolution, 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.

Overtime may be paid in cash or accrued as Compensatory Time Off (CTO) as outlined in the following Compensatory Time Off article contained in this MOU.

Double Time

Should employees of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8th) day, the employee will be compensated at two (2) times his/her base hourly rate for each hour 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 waive eighth (8th) day overtime eligibility. Employees may either complete the form, thereby indicating waiver or discard it. Employees who return the form shall not be entitled to double-time pay for the eighth (8th) consecutive day worked nor days thereafter. Employees may rescind such waiver in writing prior to their scheduled shift.

ARTICLE 21 -- COMPENSATORY TIME OFF

Employees covered by this MOU in the following departments, and those in positions classified as Investigators, may accrue a combined maximum of Compensatory Time Off (CTO) and holiday balances up to a maximum of 60 hours (24 of which may be Holiday Accrual):

Assessor's Office
Behavioral Health
Library
Public Health
Public Works & Planning
Social Services

Employees may request to be paid in cash at any time for accrued hours. Use of CTO shall be at a time mutually agreed upon by the employee and the department head or his/her representative. CTO and holiday balances may be paid off annually in cash at a time selected by the department head at his/her discretion.

Employees shall not be allowed to accrue any additional hours until their combined hours fall below the maximum sixty (60) hours. Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO and Holiday Time Off balances.

ARTICLE 22 -- SHIFT PREMIUM

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

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

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

ARTICLE 23 -- BILINGUAL SKILL PAY

Employees are eligible for bilingual skill pay of \$50.00 per pay period. Designated Bilingual Skill Pay positions are at the sole discretion of the Department Head. Position designated/eligibility shall be governed by the Fresno County Salary Resolution.

Pay Provisions:

1. Bilingual Skill Pay shall be paid in the amount of \$50.00 per pay period and will not be paid when the entire pay period consists of annual leave and/or unpaid leave.
2. Employees shall be paid in the amount of \$50.00 per pay period regardless of the number of languages they are certified for.

ARTICLE 24 -- 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 Union agrees on behalf of itself and those County employees which it represents, both individually and collectively, that there shall not be any job actions such as strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, slow-downs, or secondary action such as refusal to cross picket lines or any other concerted refusal to render services or to obstruct the efficient operations of the County or refusal to work, including refusal to work overtime, or any other curtailment or restriction of work at any time.

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

ARTICLE 25 -- COMPUTER PROGRAMMING MODIFICATIONS

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

ARTICLE 26 -- FLEXIBLE SPENDING ACCOUNT

The County agrees to maintain a Flexible Spending Account plan pursuant to relevant provisions of the Internal Revenue Code and to continue paying the enrollment and administrative fees.

ARTICLE 27 -- COURT APPEARANCES

All employees covered by this MOU 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 the Fresno County Grand Jury, or before 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.

They shall claim any jury, witness, or other fee to which they may be entitled by reason of such appearance and forthwith pay the same over to the Auditor-Controller to be deposited in the appropriate fund of the County. This reimbursement shall not apply to any meal allowance or travel allowance, unless the employee is reimbursed by the County of Fresno.

Any employee who initiates an action against the County shall not receive paid time off for any court appearances.

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

Employees summoned for jury duty must be assigned to a Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule. If employee is not required to report or appear for jury duty, he/she may return to his/her regular schedule as early as operationally feasible, as determined by the department.

ARTICLE 28 -- FAIR LABOR STANDARDS ACT

If, during the course of this MOU, legislation or a court decision makes the provisions of the FLSA no longer applicable to the County, the parties hereby agree that the FLSA provisions of this MOU shall terminate and no longer be applicable.

ARTICLE 29 -- MEETING PLACE

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, provided space can be made available without interfering with County needs. The Union shall provide timely advance notice (72 hours) of such meetings. Should the desired conference room or other

meeting area be unavailable at the requested time, the Union shall work with the County's designated representative to find alternative times and/or locations for the requested meeting. Conference rooms and meeting areas may only be reserved for dates no further than two weeks into the future. 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.

ARTICLE 30 -- ACCESS – FRESNO COUNTY PLAZA LOBBY

The parties agree that the Fresno County Plaza Lobby will be available subject to all terms and conditions set forth in Memoranda of Understanding, the Fresno County Employee Relations Ordinance and/or Fresno County Management Directives.

The parties further agree that the Fresno County Plaza Lobby shall be available, provided space can be made available, without interfering with County business and meetings are held outside affected employees' regularly scheduled working hours.

ARTICLE 31 -- QUARTERLY UNION/MANAGEMENT MEETINGS

There shall be Quarterly Union/Management meetings, at the request of the Union or the department, in all departments covered by this M.O.U. between the Union representative, stewards and/or officers of this Unit and the department head or his/her designee.

ARTICLE 32 -- TRANSFER OF COUNTY FUNCTIONS

When advanced knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolition of positions, or when there is any major reassignment of functions from one department to another or to another agency, within the scope of the Personnel Rules, management will make an intensive effort to either reassign or transfer affected employees to other positions in order to retain their services.

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit, or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this MOU, and will immediately advise the Union of such agreement or law.

It is mutually understood and agreed that such notification is simply for informational purposes and shall in no way be construed as obligating the new employer to recognize the Union as a bargaining agent for its employees; and that the intent of this notification is not to require that the new employer abide by terms of this MOU, but rather as an assistance in apprising the new employer of working conditions which have been in effect with the County.

ARTICLE 33 -- PERFORMANCE EVALUATIONS

Performance evaluations shall be governed by the Fresno County Personnel Rules, Rule 13.

Remedy For Employee Dissatisfied With Evaluation: An employee dissatisfied with his or her performance evaluation and wishing to supplement the evaluation with written comments may do

so. The written comments must be signed, dated and submitted to the employee's supervisor within ten (10) working days of the employee's receipt of the evaluation. In addition, the written comments must identify the areas of disagreement and include a request to meet with the reviewer. The reviewer shall hold a meeting with the employee to discuss the employee's concerns within ten (10) working days from receipt of the written comments. Both the employee's written comments and the reviewer's written response become a part of the employee evaluation document and a permanent part of the employee's personnel record. There shall be no appeal or other remedy available to the employee.

ARTICLE 34 -- SAFETY AND HEALTH

Pursuant to California Labor Code Section 10.6401.7, and Fresno County Management Directive 1600, County departments will maintain an Injury Illness Prevention Program relative to individual division/unit operations. It is the duty of management and employees to make reasonable efforts to provide and maintain a safe and healthy place of employment and adhere to established safety policies and procedures and report hazards accordingly.

ARTICLE 35 -- DETENTION FACILITY DIFFERENTIAL

Employees of this Unit who are assigned to a County detention facility shall be paid four dollars (\$4) per day differential when four (4) or more hours are spent in one of these facilities. Employees assigned for less than four (4) hours per day shall be paid the above differential on a pro-rated basis at \$.50 per hour.

Differential payments are not included in Annual Leave payoffs. Differential payments shall not exceed \$40 per pay period.

ARTICLE 36 -- STATE DISABILITY INSURANCE PROGRAM

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

ARTICLE 37 -- VOLUNTARY LONG-TERM DISABILITY INSURANCE

The County will continue to deduct from SEIU members' biweekly paychecks for Union-sponsored voluntary long-term disability insurance at the option of individual employees. Such insurance is to be paid for by employees and shall be subject to provisions as established by the County and the insurance carrier (currently Mutual of Omaha).

ARTICLE 38 -- VOLUNTARY TERM LIFE INSURANCE

The County shall deduct from SEIU bargaining unit members' biweekly paychecks premiums for Union-sponsored voluntary term life insurance, and remit such funds directly to the term life insurance provider selected by the Union (currently Mutual of Omaha), pursuant to paragraph 5 below.

The one-time startup costs (based on receiving a biweekly electronic file) shall be billed based on actual County staff time incurred at corresponding hourly rates per the Fresno County Master Schedule of Fees ("MSF"), not to exceed \$3,220. Startup costs shall be defined as the hourly labor costs which are necessarily incurred for set up of new deductions and testing through the end of the first deduction. The County shall provide the Union an itemized invoice of startup costs incurred. The Union shall submit payment to County within thirty (30) days of invoice date. Ongoing costs (based on receiving a biweekly electronic file) shall be billed based on actual County staff time incurred at the corresponding MSF hourly rates on a quarterly basis. Ongoing costs shall be defined as the hourly labor costs which are necessarily incurred in adding or deleting the voluntary term life insurance deduction from members' payroll. The County shall provide the Union an itemized invoice of ongoing costs incurred. The Union shall submit payment to the County within thirty (30) days of invoice date.

Upon request by the Union, the County shall provide the most current MSF, which is subject to change (i.e., rates could increase or decrease) at least once per year based on Board of Supervisor's approval.

The County shall accept biweekly electronic files in a mutually agreed upon format from the administrator of the life insurance provider, and take deductions from the participating employees' paychecks as reflected by the administrator. The administrator is responsible for the accuracy of all deductions submitted. Any incorrect deductions or refunds will be handled by the administrator.

Deductions shall begin and end based on the file sent by the administrator of the life insurance provider, provided there is enough net compensation in the employee's check to accommodate the deduction.

County shall provide to employees the same information regarding this plan as it does with regard to all other non-County-sponsored voluntary plans.

Any future payroll deductions for Union-sponsored optional benefits for its members shall require mutual agreement by both parties.

As it relates to the Agency Shop provision in the respective MOUs, the parties agree that the language: "and insurance premiums" shall be null and void. Furthermore, as it relates to the Dues Deduction provision in the Unit 36 MOU, the parties agree that the language "other monies" shall be null and void. Nothing in this article is intended to affect or impact the voluntary long-term disability program.

The continuation of the Union sponsored voluntary life insurance program for Bargaining Units 3, 4, 12, 22 and 36 may be negotiated with each successor MOU beginning no sooner than December 9, 2015.

The Union agrees to indemnify and hold the County harmless for any and all claims, demands, suits or other action arising from this article.

Alleged violations of this article shall be adjudicated under the Employee Grievance Resolution Procedure.

ARTICLE 39 -- EXTENSION OF PAID MILITARY LEAVE

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

ARTICLE 40 -- 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.

ARTICLE 41 -- UNIFORMS - PUBLIC HEALTH EMPLOYEES

Employees may, at the discretion of the department head, be required to wear specified uniforms.

The County shall continue to provide specified uniforms to employees required by the department head to wear specified uniforms.

Uniforms shall be worn in a clean, presentable condition.

If possible, as determined by the County, uniform maintenance will be provided.

Identifying patches for uniforms will be provided by the County as required.

ARTICLE 42 -- CONTINUING EDUCATION

Employees in classifications represented by this Unit who, during the term of this MOU, are required to attend continuing education courses, seminars, etc., as a requisite for retention of a license, certification or registration which is a condition of continuing County employment, shall be given County-paid time off from their regular work schedule for said attendance.

ARTICLE 43 -- 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.

ARTICLE 44 -- SAVINGS CLAUSE

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand

notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

ARTICLE 45 -- 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 addendum and sideletter agreements), whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addendum and sideletter agreements, all previously existing addendum and sideletter agreements that have not expired, and new addendum 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.

ARTICLE 46 -- WEINGARTEN RIGHTS

The County and SEIU 521 agree that it is in the best interest of both parties and the best interest of the County employees that all employees be informed of these rights.

The County agrees that every employee who is subject to an administrative investigatory interview by management will be given a copy of their Weingarten Rights and a form to indicate if he/she wishes to invoke his/her Weingarten Rights. The employee will be given time to read the form and mark if he/she wishes to have a representative in the meeting. The employee will then sign the form and be given a copy of the signed form.

SEIU 521 and the County to mutually agree on the form.

This article shall not be grievable or appealable, except for the employee's right to appeal if their Weingarten Rights are violated.

ARTICLE 47 -- UNION LABEL

The County agrees that any employee covered by this MOU will have the right to wear on their person and/or display in their workstation their Union affiliation. This includes buttons, lapel pins and pens, unless doing so is contrary to the Fresno County Employee Relations Ordinance or a department policy/procedure.

ARTICLE 48 -- TIER III GENERAL/MISCELLANEOUS RETIREMENT PLAN – MANDATORY
(EFFECTIVE JUNE 18, 2007)

Effective Fiscal Year 2007-2008, any employee hired into a permanent general/miscellaneous position represented by SEIU – Local 521 shall be enrolled mandatorily under the following 1937 Act retirement plan section:

General/Miscellaneous Employees – GC Section 31676.15

- 2.6186% @ age 60; 3.1336% @ age 65
- 3 year average for final compensation

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 General/Miscellaneous.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by Unit 22 – Professional, Para-professional & Technical Employees, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any employee occupying a permanent position represented by Unit 22 – Professional, Para-professional & Technical Employees, who promotes, demotes or transfers into a permanent position that is represented or unrepresented, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

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

GENERAL/MISC.		SAFETY	
Tier I	←————→	Tier I	
Tier II	←————→	Tier II	
Tier III	————→		

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 III General/Miscellaneous Retirement Plan - Mandatory is for the parties' general reference, and does not modify the County Board resolutions or County ordinances which established the tiers.

ARTICLE 49 -- TIER IV GENERAL/MISCELLANEOUS
MANDATORY – [THREE (3) YEAR AVERAGE]

Effective June 11, 2012, any employee newly hired into a permanent position in a General/Miscellaneous classification represented by SEIU Local – 521, Unit 22, 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 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

GENERAL/MISC.		SAFETY	
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 Safety Retirement Plan – Mandatory is for the parties' general reference and does not create any retirement benefits. The tier will be established by resolution, or other enactment, as applicable, to be adopted or approved by the County Board of Supervisors prior to June 11, 2012.

ARTICLE 50 -- 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.

ARTICLE 51 -- NEW EMPLOYEE ORIENTATION

The County agrees to maintain, within budget constraints, during the term of this MOU, a Human Resources-sponsored New Employee Orientation (NEO) program for newly hired County employees.

Representatives of the Union may provide a 25-minute presentation at each Department of Human Resources-sponsored NEO, at a time specified by the County, where new employees in a classification represented by this unit are in attendance. The Union agrees to give the County copies of the materials to be used in the session, which shall include, but are not limited to, this MOU, a Union membership application, and a list of shop stewards, including their departments and/or work areas and telephone numbers. The County shall provide the Union with 10 days advance notice of an NEO. The County reserves the right to have a management representative in attendance; however, the County and Union agree that neither party will be unduly disruptive during the Union's presentation.

It is understood that if the Union steward/officer wishes to make such presentations on behalf of the Union, the steward/officer shall be required to use his/her own annual leave for the presentation if it falls within his/her normal workday. When reviewing such requests for annual leave, the department will adhere to County and departmental policies regarding the use of annual leave.

In accordance with AB119, the County shall provide to the Union, within 30 days of hire date, electronic notification of the name, job title, department, work location, work, home and cell phone numbers, home address, and personal e-mail addresses of any newly hired employee in a classification represented by this unit, if provided by the employee.

The County shall continue to provide this information to the Union every 120 days for all employees of this unit.

ARTICLE 52 -- HEALTH INSURANCE

1. Effective December 16, 2019, the County will contribute, on behalf of each full-time (.8 or higher FTE) 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	\$343	N/A	\$343
Employee plus Child(ren)	\$343	\$110	\$453
Employee plus Spouse	\$343	\$110	\$453
Employee plus Family	\$343	\$115	\$458

Effective December 14, 2020, the County will contribute up to, on behalf of each full-time (.8 or higher FTE) up to the following amounts 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	\$368	N/A	\$368
Employee plus Child(ren)	\$368	\$110	\$478
Employee plus Spouse	\$368	\$110	\$478
Employee plus Family	\$368	\$115	\$483

2. A minimum of one (1) health benefit plan, one (1) dental benefit plan, one (1) vision benefit plan, and one (1) pharmacy benefit plan will be available to employees and their dependents. If, during the term of this agreement, any of the health benefit plan(s), dental benefit plan(s), vision benefit plan, mental health plan, or the pharmacy benefit plan is unable to fulfill its contractual obligation, the County, upon consultation with the Health Benefits Advisory Committee (HBAC), if necessary, will secure a suitable replacement.
3. Any employee participating in the County's Health Benefit Program must enroll in one of the Health Insurance Plans, 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. Eligible employees may only opt out during the designated open enrollment period for each respective Health Benefit Plan Year as defined by Human Resources or via a qualifying event (must be turned in within 30 days of the effective date of other group health insurance). Group health insurance plan is defined as employer-sponsored medical coverage.

In the event an employee, who has opted out of the County's Health Benefit Program, subsequently loses his/her alternate medical coverage due to a qualifying event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the County's Health Benefit Program. It shall be the responsibility of the employee to notify Employee Benefits within 30 days of the qualifying event.

Any employee who opted out of the County's Health Benefit Program for any Plan Year and desires to maintain their opt out status for subsequent Health Plan Years, must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by Human Resources. If an Opt Out Form for any Health Plan Year is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by Human Resources, said employee shall be enrolled in the Anthem Blue Cross EPO 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 Plans, unless the newly hired employee chooses to opt out (as delineated in No. 4 above) of the County's Health Benefit Program no later than 30 days after date of hire. Any newly hired employee who does not select one of the Health Insurance Plans and does not opt out of the County's Health Benefit Program by the stated deadline, shall be enrolled in the Anthem Blue Cross EPO Health Plan and DHMO Dental Plan.
6. Effective December 17, 2018, any employee who opts out of the County's Health Benefit Program for any Plan Year and does not submit a new Opt Out Form during the open enrollment period (as outlined in No. 4 above), shall be enrolled in the lowest cost Health and Dental Plan. Additionally, any newly hired employee who does not select one of the Health Insurance Plan(s) and does not submit an Opt Out Form (as outlined in No. 5 above), shall be enrolled in the lowest Health and Dental Plan.
7. If during the term of this agreement the State or Federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plan(s) which result in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
8. Pursuant to the HBAC agreement, the parties agree to continue to meet and discuss the County's health benefit program before the commencement of each Plan Year.

ARTICLE 53 -- UNION REPRESENTATIVE LEAVE OF ABSENCE
(SB 1085/GOVERNMENT CODE 3558.8)

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Union officer (i.e. paid Union representative) or Fresno County Chapter President (co-signed by paid Union representative) shall submit (not on County time) a written request to the department head at least 15 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and include dates, times, classification, and bargaining unit.
2. No more than three (3) employees per bargaining unit shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
3. The Union shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employee on leave, per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within 30 days of notice regarding administrative fees.
4. Reimbursement by the Union shall occur within 45 days of County billing the Union.
5. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur.

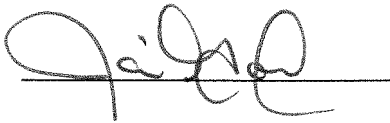
At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the County is held liable for any such act, omission or injury, the Union shall indemnify and hold harmless the County.

ARTICLE 54 -- TERM OF MOU AND RENEGOTIATION

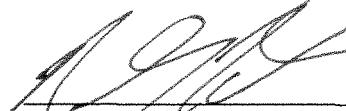


This MOU shall be in effect from November 2, 2020, through November 14, 2021. Negotiations for the successor MOU shall begin on or around July 2021.

COUNTY OF FRESNO



10/15/2020
Date

SEIU - LOCAL 521, UNIT 22




Alpha Bonner

10/13/20
Date

Date

ADDENDUM – SALARIES
TO MEMORANDUM OF UNDERSTANDING
PROFESSIONAL, PARA-PROFESSIONAL & TECHNICAL EMPLOYEES – UNIT 22

<u>Classifications</u>	<u>Current Bi-weekly Range</u>
Building Inspector I	1991
Building Inspector II	2273
Cadastral Technician I	1519
Cadastral Technician II	1723
Cadastral Technician III	1866
Defense Investigator I	1913
Defense Investigator II	2315
Deputy Public Administrator I	1689
Deputy Public Administrator II	1863
Deputy Public Guardian I	1689
Deputy Public Guardian II	1863
Health Education Specialist	1727
Housing Rehabilitation Specialist I	2089
Housing Rehabilitation Specialist II	2273
Librarian I	1817
Librarian II	2002
Librarian III	2278
Librarian Trainee (Biweekly)	1605
Library Assistant I	1074
Library Assistant II	1191
Medical Assistant I	992
Medical Assistant II	1092
Planner I	1873
Planner II	2080
Planner III	2402

<u>Classifications</u>	Current Bi-weekly Range
Retirement Specialist I	1634
Retirement Specialist II	1797
Retirement Specialist III	2072
Senior Library Assistant	1290

ADDENDUM
TO MEMORANDUM OF UNDERSTANDING
FOR SEIU – LOCAL 521, UNITS 3, 4, 12, 22 AND 36
DISCIPLINARY ARBITRATION

REQUEST FOR ARBITRATION

If the Department Head agrees to arbitration he/she shall indicate so on the Order of Disciplinary Action and the Order shall advise the employee of his/her right to either:

- 1) Appeal the action to the Fresno County Civil Service Commission within fifteen (15) working days of service of the Order by a signed statement asking for a hearing; or
- 2) Submit to the Director of Human Resources a request in writing within fifteen (15) working days of service of the Order, that the matter be submitted to arbitration. A copy of the Order will be filed with the Union by the acting department.

Under no circumstances can the employee submit an appeal of the disciplinary action to both the Fresno County Civil Service Commission and to arbitration.

If the employee requests to submit the matter to arbitration (rather than to the Fresno County Civil Service Commission), the provisions of this Article supersede Sections 10120 through 10190 of Fresno County Personnel Rule 10 – Disciplinary Actions.

Failure by the employee to file an appeal within the above-referenced time frames will result in the employee waiving his/her right to appeal the Order and the action of the department becoming final.

WRITTEN RESPONSE TO THE ORDER OF DISCIPLINARY ACTION

Twenty (20) working days prior to the scheduled arbitration hearing, the employee will submit a written response to the Order of Disciplinary Action, which includes his/her reason for disagreeing with the Order.

SELECTION OF ARBITRATOR

The County and the Union agree to utilize a panel of five (5) mutually agreed upon arbitrators. Arbitrators will be issued a number of one (1) through five (5) and will be scheduled to hear arbitrators in that order (e.g.) arbitrator #1 will hear the first requested appeal, arbitrator #2 will hear the second requested appeal, etc. Once the sixth requested appeal is received the cycle will start over (e.g.) arbitrator #1 will hear the sixth requested appeal, arbitrator #2 will hear the seventh requested appeal, and so on.

The Director of Human Resources or his/her designee will contact the agreed upon arbitrator to coordinate with the parties involved to schedule a hearing as soon as possible.

ARBITRATION COSTS

The arbitrator shall be compensated up to a rate of Fifteen Hundred Dollars (\$1,500). The cost of the arbitrator shall be paid by the County. Costs of the court reporter, if any, shall be paid by the County.

SCOPE OF ARBITRATOR'S AUTHORITY

The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article, any other terms of this Agreement or to Fresno County Personnel Rule 10 – Disciplinary Actions. If the arbitrator finds that none of the charges contained in the Order of Disciplinary Action are true, then he/she shall set aside the action taken by the appointing authority. If the arbitrator finds that one or all of the charges are true, then he/she shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 10030 – Types of Disciplinary, of Fresno County Personnel Rule 10 – Disciplinary Actions. The arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Nothing shall preclude the arbitrator from ordering the reinstatement of an employee with or without back pay.

The decision of the arbitrator shall be final and binding, with the exception that the decision shall be subject to judicial review upon petition by the employee or the department head under the terms and conditions provided by law as set out in Civil Code of Procedure 1094.6.

PROCEEDINGS

The arbitrator, attorney or other representative of a party may issue subpoenas.

A pre-hearing conference with the arbitrator and the parties shall be set on the day of the hearing immediately preceding the hearing. The purpose of the conference is to stipulate to uncontested facts and documents; to review the process and conduct of the hearing; and to identify any potential problems.

Except as provided in Fresno County Ordinance 3.12.070, the parties have the right to be represented by the person of their choice.

The parties shall have the right to: call and examine witnesses; introduce exhibits; cross-examine opposing witnesses; impeach any witness; and to rebut the evidence against them. If either party does not testify in her/her own behalf, he/she may be called and examined as if under cross-examination.

Oral evidence shall only be taken on oath or affirmation.

REPORT OF HEARING

The arbitrator shall render his/her report to the parties in writing, including reasons for the decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of the arbitration fee.

ARBITRABILITY

If either the County or the Union claim before the arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and thereby, fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issue before hearing the case upon its merits.

REMOVAL OF ARBITRATOR FROM PANEL

An arbitrator may be removed from the panel upon mutual agreement between the County of Fresno and SEIU – Local 521. If an arbitrator is removed from the panel, a replacement will be added to the panel upon mutual agreement of the parties.

SEIU – LOCAL 521
UNITS 3, 4, 12, 22, & 36
EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

The Employee Grievance Resolution Form shall be available on the Department of Human Resources website, through the individual departments and SEIU – Local 521. No changes shall be made to the form without the mutual agreement of the Union and the County.

Before filing a grievance, be certain to read this entire procedure, including the definitions.

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 administration has a responsibility to provide an orderly and expeditious method for resolving problems, 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.

GENERAL

The parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest date and at the lowest step in the process. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time shall not be excessive, nor shall this privilege be abused. 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 signed by the affected employee, and a group grievance shall be signed by a minimum of two (2) employees affected by the grievance. Grievances filed pursuant to another administrative remedy provided by County Charter, Civil Service Commission rules, Personnel Rules, discrimination complaint procedure, or otherwise provided by law, shall not be processed and written notice shall be provided by the Labor Relations Division to the employee or his/her representative.

TIME LINES

Time lines are designed to quickly resolve a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established time lines. In such instances, the time lines may be extended, or the grievance may be held in abeyance upon the mutual agreement of all parties concerned. Absent such agreement, failure by the aggrieved employee to abide by the prescribed time limits at any step provided herein shall terminate the grievance process and the matter shall be deemed resolved. The grievance shall no longer be processed and written notice shall be provided by the Labor Relations Division to the aggrieved employee. The County shall abide by the prescribed time limits; any failure to do so shall result in the grievance being automatically moved forward to the next step provided herein, unless the next step is Step 5. However, the employee or his/her representative may withdraw the grievance at any time.

Any dispute among the parties concerning procedural matters (e.g. timeliness, jurisdiction, grievability) shall be raised as early in the procedure as possible. Such matters shall not prohibit the parties from scheduling a conference/meeting in order to facilitate communication and obtain further clarification of the issue. Such conference/meeting may include Labor Relations Division staff, if requested by either party.

STEP 1 - INFORMAL RESOLUTION

Preceding the formal grievance procedure outlined in Step 2, 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 not later than ten (10) working days after the alleged grievance occurred or was discovered.

The provisions outlined in Steps 2 and 3 shall not restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally. No settlement shall be made in violation of an existing rule, ordinance, or memorandum of understanding. The immediate supervisor shall respond in writing to the employee within ten (10) working days of his/her discussion with the employee.

STEP 2 - DEPARTMENT REVIEW

If a mutually acceptable solution has not been reached during Step 1, and the employee intends to pursue the grievance formally, the employee shall submit the grievance in writing on the Employee Grievance Resolution Form to the Department Head with a copy to the Labor Relations Division not later than ten (10) working days after the supervisor's written response. The Department Head shall consider the grievance and render a written decision within ten (10) working days of receipt of the formal grievance. The written decision shall include a clear and concise statement including the reason(s) for the decision.

The Department Head may hold a meeting with the employee to achieve any of the following purposes: 1) to identify why the employee feels there is a grievance and facilitate communication and resolution; 2) to clearly identify issues and areas of agreement/disagreement; and 3) to have the parties present whatever available information/ documentation necessary to fully attempt to resolve the grievance. The employee may be accompanied by his/her shop steward during the Department Review, provided that the steward is in the same department as the employee, and has been identified by the employee on the Employee Grievance Resolution Form. If the department, in consultation with the Labor Relations Division, determines that the grievance is outside of 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, or grievances involving matters outside the Department Head's authority, or grievances 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, Labor Relations will consider the matter, write a response to the grievance, and

send the written response to the employee or his/her representative (as indicated on the Employee Grievance Resolution Form). A request for Labor Relations Review must be received by the Labor Relations Division within ten (10) working days of the completion of Step 2, or within ten (10) working days of the completion of Step 1 for grievances involving matters outside the Department Head's authority, or involving employees working in separate departments.

All processing of the grievance at Step 3 shall be completed within ten (10) working days from receipt of the request for Labor Relations Review, unless mutually waived. The employee may be accompanied by his/her shop steward during Labor Relations Review, provided that the steward is in the same department as the employee, and has been identified by the employee on the Employee Grievance Resolution Form.

STEP 4 - MEDIATION

Grievances unresolved at Step 3, may be submitted to Mediation upon written request by the employee, or his/her representative, to the Labor Relations Division within ten (10) working 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 grievance resolution before Step 5 may be pursued. The parties shall not divulge in any form the offers made in mediation. The employee may be accompanied by his/her shop steward during Mediation, provided that the steward is in the same department as the employee, and has been identified by the employee on the Employee Grievance Resolution Form.

STEP 5 - GRIEVANCE HEARING OFFICER REVIEW

Grievances unresolved at Step 4 may be submitted to Grievance Review. The Union shall contact State Mediation and Conciliation Services within ten (10) working days following mediation, to obtain a list of persons willing to serve as a Grievance Hearing Officer, with a copy to the Labor Relations Division. The cost of the Grievance Hearing Officer shall be borne equally between the Union and the County.

A pre-hearing conference with the Grievance 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 remedy(ies); to determine jurisdiction or grievability; 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 Grievance Hearing Officer shall state in writing the factual findings and reasons for his/her decision within thirty (30) calendar days of the hearing, if possible.

STEP 6 - IMPLEMENTATION

If the remedy requested by the employee can be implemented by the Department Head, the decision of the Grievance Hearing Officer is final and subject to Step 7, as set forth herein. If the remedy requested by the employee cannot be implemented by the Department Head but requires action by the Board of Supervisors, the Grievance Hearing Officer shall issue a recommendation to the Board of Supervisors. The recommendation shall be submitted for consideration by the Board of Supervisors at its next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding.

STEP 7 - JUDICIAL REVIEW

Final decisions of the Grievance Hearing Officer may be submitted to the Superior Court for judicial review by either the County or the employee. A party desiring to reserve the right to appeal the Grievance Hearing Officer's decision in a court of law pursuant to these rules has the burden of preserving the record of the hearing. A party who plans to use a court reporter shall inform the other party within three (3) calendar days of the hearing to avoid duplication of costs. Appeal from decisions by the Grievance Hearing Officer shall be on the record of the Grievance Hearing Officer's review by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within ninety (90) calendar days after the Grievance Hearing Officer's decision.

DEFINITIONS

Grievance Hearing Officer – An individual selected by the employee or his/her representative, and the Labor Relations Division from a panel of five (5) candidates submitted by the State Mediation and Conciliation Service to hear the grievance between the parties.

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.

Grievance – A complaint relating to any phase of an employee's employment or working conditions which the employee believes has been adversely affected because of a misapplication of: A Memorandum of Understanding, Ordinance, Resolution, written policy, administrative order, management directive, or a clearly established lawful past practice; 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 another administrative remedy provided by County Charter, Civil Service Commission rules, Personnel Rules, discrimination complaint procedure, or otherwise provided by law.

Group Grievance – A common grievance involving two (2) or more employees. The same procedures which are applicable to grievances apply to group grievances, except that if the aggrieved employees work in separate departments, the group grievance shall be referred immediately for Labor Relations Review.

Mediator – An individual selected by the State Mediation and Conciliation Service to serve as a neutral third-party to resolve the grievance between the parties.

Parties – Reference to parties in this procedure include the employee and/or his/her representative (as indicated on the Employee Grievance Resolution Form), department management, and Labor Relations staff, depending on the context of the particular reference.

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.

Working Days – Any day, other than the weekend or County paid holiday, on which County business is conducted. The time period for grievance purposes begins on the first day following the day the grievance is filed or submitted to the next step.

EMPLOYEE GRIEVANCE RESOLUTION FORM
FOR SEIU – LOCAL 521 – UNITS 3, 4, 12, 22, & 36

Please be sure to read the entire attached procedure, including the definitions, before completing this form.

Employee Name(s)

Classification(s)

Department(s)

Bargaining Unit

Mailing Address

Work Phone(s)

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

1. List the date the alleged grievance occurred or was discovered: _____

2. I feel I have been adversely affected by the misapplication of:

☐ Memorandum of Understanding (Title and Article): _____

☐ 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.)

State as clearly and concisely as possible the specifics of your alleged grievance, including names and titles of all individuals involved. Use additional paper if necessary.

3. List your desired solution(s) to this problem:

STEP 1 – INFORMAL RESOLUTION

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. Use additional paper if necessary.
4. I request to move forward to **STEP 2 – DEPARTMENT REVIEW** ☐

Employee Signature	Print Name	Date
Employee Signature	Print Name	Date

5. Name/phone number of representative, if any: _____
6. Name/phone number of steward, if any: _____
7. All communications should be directed to the following:
- a. Employee/Grievant? ☐Yes ☐No
 - b. Representative? ☐Yes ☐No
 - c. Steward? ☐Yes ☐No

**Note: A copy of this grievance form must be sent to the Labor Relations Division,
Fresno County Plaza, 2220 Tulare Street, 16th Floor, Fresno, California,
93721
(Stop #188 through County Messenger Service – 600-1840)**