MEMORANDUM OF UNDERSTANDING

BETWEEN

SEIU - LOCAL 521

UNIT 36

(SUPERVISORY EMPLOYEES)

AND

THE COUNTY OF FRESNO

MARCH 16, 2026 – MARCH 14, 2027

UNIT 36
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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 the 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 36. It is the purpose of the 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 36.

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 -- 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 5 -- 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. The County shall not be obligated to exercise any management rights stated below in "G".

C. All decisions made in accordance with County Management Rights, which are established in this article or are inherently existent, shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.

D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.

E. In the exercise of its 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. 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, layoff, dismiss its employees;

5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;

6. take disciplinary actions;

7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;

8. evaluate and maintain the efficiency of County operations;

9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;

10. determine the content of job classifications;

11. take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the County;

12. exercise complete control and discretion over its organization and the technology to perform its work;

13. make rules and regulations pertaining to employees consistent with this MOU;

14. make all financial and budgetary decisions;

15. establish, allocate, schedule, assign, modify, change, and discontinue workshifts and working hours and workweeks;

16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;

17. engage consultants for any future or existing function or operation of the County; order overtime.

ARTICLE 6 -- 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.

Nothing contained hereinabove shall be construed to limit the rights of management as specified in this MOU. This is not intended to modify those rights which have been granted to employees following procedures specified in Government Code Sections 3500 et seq.

ARTICLE 7 -- 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; will have release time as approved for meeting with management at the departmental and County-wide level; 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 8 -- REPRESENTATIVE ACCESS

Consistent with the County's Employee Relations Ordinance, authorized Union 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.

To gain such access, Union Representatives shall obtain permission from the department head or designee at least one business day in advance. Once access permission is granted and the Union Representative arrives, the representative shall confine activity specifically to the stated reason for the requested access.

ARTICLE 9 -- 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 10 -- 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 by appointing such Shop Stewards, the Union 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.

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 fifteen (15). The County and Union agree that the 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 during 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 the 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 the 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 the 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 11 -- UNIFORMS

Road Operations Lead Supervisor and Supervising Janitor may, at the discretion of the department head, be required to wear specified uniforms.

The County shall continue to provide specified uniforms to employees in the classifications of Road Operations Lead Supervisor and supervising Janitor who are required by the department head to wear specified uniforms.

Uniforms shall be worn in a clean, presentable condition.

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

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

ARTICLE 12 -- 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 13 -- 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 prior to the meeting taking place, the County will make a reasonable effort to notify the Union as soon as practicable, and the Union shall work with the County's designated representative to find alternative times and/or comparable locations for the requested meetings. 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 14 -- SJCO SHIFT ASSIGNMENTS – JUVENILE JUSTICE CAMPUS

1. Work Shift Sign-Up Process

The annual work shift sign-up process will occur in December of each year, to become effective in January.

SJCO's at the JJC will be assigned to an eight (8) hour or ten (10) hour work schedule [Ten, 8-hour workdays per pay period, or eight, 10-hour workdays per pay period (80 hours)].

2. JJC Work Shifts

The Probation Department will determine the number and qualifications of personnel required for all work shifts for the Juvenile Justice Campus. Prospectively, if the Probation Department decides to modify the work shifts for the JJC, at the union's request, the parties agree to meet and confer over the proposed changes to the work shifts.

3. Specialized Assignments:

Currently there are no specialized assignments for SJCO's.

Directed reassignments can be made pursuant to Personnel Rule 11022.3 and Probation Department Administrative Manual, Section 4.240, under the following circumstances:

a. As a part of a formal disciplinary action; or

b. In order to ensure the safe and efficient operation of the Institutions and its program; or

c. In order to achieve proper gender balance within programs.

Nothing contained herein shall preclude Probation Department Management from adding or eliminating Specialized Assignments. However, additional specialized assignments will not be established for the sole purpose of circumventing the seniority work shift selection process as set forth herein.

4. <u>Overtime</u>:

With Probation Department Management approval, SJCO's will initially be allowed to work out the filling of overtime shifts amongst the SJCO incumbents. If this process does not provide coverage for all overtime shifts, then the process as is outlined below shall be followed:

1) Once volunteers have been solicited, and there continues to be a need to fill overtime shifts, Probation management may direct SJCO's to work an overtime shift in the following manner:

   a) SJCO's that are directed to work an overtime shift will be selected from an overtime list that will initially be set up by inversing seniority.

   b) SJCO's that are directed to work an overtime shift may utilize the "buddy system". SJCO's that utilize the "buddy system" must work in the same institution and must possess the necessary job skills to perform the assignment, as determined by management. The SJCO that is directed to work overtime and who decides to utilize the "buddy system" will be the individual who is placed at the end of the directed overtime list.

   c) Only under extra-ordinary circumstances, will SJCO's who are on their last scheduled work day prior to their Regular Days Off (RDO) be directed to work overtime.

   d) Only under extra-ordinary circumstances, will SJCO's who are on their RDO be directed to work overtime.

2) Directed overtime shall also include any amount of time that an officer is not allowed by Probation Department Management to leave at the end of their shift. In these instances, the SJCO will be placed at the end of the directed overtime list.

3) All SJCO's will be allowed one (1) “Pass” when directed by Probation management to work an overtime shift. If an SJCO uses their “Pass” they will remain in their current position on the overtime list. SJCO's shall not be permitted to make use of the Grievance Resolution Procedure or appeal the action or results of another SJCO utilizing the "Pass" system.

4) All other overtime provisions of the Unit 36 Memorandum of Understanding (MOU) remain in effect.

5. <u>Regular Days Off</u>:

SJCO's regular work shifts shall have consecutive regular days off (RDO). SJCO's shall not be scheduled to a regular work shift that includes split RDOs.

6. <u>Rest Periods</u>:

Rest Periods shall continue as defined in the Rest Periods Article of the Memorandum of Understanding (MOU) for Unit 36.

7. JJC Annual Work Shift Sign-Up Process:

a) The Annual Work Shift Sign-Up process shall be held at the JJC. The parties agree that the Annual Work Shift Sign-Up process will occur within the first two weeks of December and between the hours of 8:00 a.m. and 5:00 p.m. Probation Department Management and one (1) SEIU – Local 521 employee representative (with paid release time), will oversee the sign-up process for SJCO's only. No overtime for any SJCO shall result from participating in the sign-up process.

b) Work Shifts Sign-Ups: SJCO's shall sign up for work shifts by appointment only. An appointment notice shall be sent out to all SJCO's one (1) calendar month in advance of their annual sign-up appointment date. Proxy sign-ups will be permitted for those SJCO's who are unable to attend their scheduled appointment. For SJCO's on Leave of Absence, the department will make an effort to contact said SJCO's to determine his/her proxy.

c) Supervising Juvenile Correctional Officer: SJCO's shall sign-up by seniority by date of promotion.

8. Vacation Requests:

Once the work shift sign-up process has been completed, each SJCO will be permitted to sign-up for vacation time off. Vacation sign-ups will be considered based on the departmental seniority of the SJCO. There will be two rounds of vacation time off sign-ups. During the first round of sign-ups, SJCO's will be permitted to sign up for up to three (3) weeks of vacation time off. During the second round of sign-ups, eligible SJCO's will be permitted to sign-up for a fourth (4th) week of vacation time off.

ARTICLE 15 -- 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 Payroll/Business Office to be deposited in the appropriate departmental fund. 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 16 -- DENTENTION FACILITY DIFFERENTIAL~~S~~

Employees of this Unit, except Supervising Juvenile Correctional Officer, who are assigned to a County detention facility shall be paid five dollars ($5) per day differential when four (4) or more hours are spent in one (1) of these facilities. Employees assigned for less than four (4) hours per day shall be paid the above differential on a prorated basis at $.625 per hour.

Differential payments are not included in Annual Leave payoffs. Differential payments shall not exceed $50 per pay period.

ARTICLE 17 -- BILINGUAL SKILL PAY

The Director of Human Resources, in consultation with County Department Heads, will designate certain languages as eligible for bilingual certification, based on operational need. Bilingual assignments and allocations are subject to approval by the County Administrative Office (CAO's Office).

Employees who may be eligible for Bilingual Skill Pay will be certified to determine their proficiency in the specified language. Once the employee is bilingual certified through the proficiency exam, Bilingual Skill Pay will be granted upon Department Head approval and the employee's assignment to a qualifying position.

Tiers of Bilingual Certification:

1. All employees certified for any type of Bilingual Skill Pay shall be minimally certified to the County's Basic Bilingual Proficiency Requirement (BPR).

2. A department may designate* allocated positions as requiring advanced bilingual skills – denoted on the Bilingual Skill Pay Request for Authorization form as Advanced Bilingual Proficiency Requirement (ABPR).

    a. A position designated as ABPR must serve a critical need for linguistic skills where terminology or education is rapidly evolving and may result in potential misdiagnosis, degradation of service delivery with implications for injury, and where lacking advanced skills may cause a department to be unable to comply with statutory or contractual mandates (i.e., grant terms and conditions for cultural competency).

* Employees who met the Bilingual Pay requirements as of February 17, 2025, shall be grandfathered into the ABPR pay effective upon implementation of this agreement unless a department identifies the allocated position as not meeting the ABPR requirements, or the employee fails the test. Any reduction in pay shall be effective the pay period after the employee fails to certify at the advanced level, or the position is no longer designated as meeting ABPR requirements.

Bilingual Proficiency Examinations and Certification Process:

1. Bilingual skills are certified to meet the County's Basic and Advanced Bilingual Proficiency Requirement (BPR) through a formal examination process administered by an approved vendor with a specialty in bilingual examinations. Employees shall not be required to recertify unless:

   a. They have a break in County service; or,

   b. The department for whom they are hired and perform bilingual duties, as defined, has indicated that the position for which they are hired is qualified for and ABPR designation.

2. The department shall be responsible for bilingual examination through the appropriate vendor at the department's own expense. Employees will be released on County time and travel and vehicle use shall be in accordance with Management Directive (MD) 500 (Travel) and MD 900 (County Automotive Transport). Time in transit to and from testing sites shall be County time. Employees may be allowed to receive the test in some other format (e.g. via private workstation with audio/visual equipment) at the discretion of the vendor and the department.

Position Designation/Eligibility:

Employees may be eligible to receive Bilingual Skill Pay in accordance with Salary Resolution 533.2 and when all the following conditions are met:

1. The position is designated as eligible for Bilingual Skill Pay by the employee's department head or their designee at one of the following levels:

   a. BPR – The employee demonstrates and uses the ability to converse and translate orally to/from English to/from the second language.

   b. ABPR – The employee demonstrates the ability to converse, read, write, and translate (orally and in writing) to/from English to/from the second language and the department has indicated that the position is subject to ABPR. The employee must regularly demonstrate the use of said language(s). The employee may be annually recertified, based on the department's operational need (e.g. to meet the department's advanced need for currency in industry jargon or in response to funding mandates or other statutes requiring such repetitive certification).

2. Upon certification, qualifying employees will be designated as qualified at BPR or ABPR; and,

3. The employee is assigned by their department to use the skill.

Bilingual Skill Pay Effective Date:

For Bilingual Skill Pay to take effect, the position must be designated at either BPR or ABPR, and the employee must be certified to the corresponding level. Bilingual Skill Pay shall be effective the pay period after all conditions are met and cannot be applied retroactively.

Pay Provisions:

1. Bilingual Skill Pay shall be paid in the following amounts:

    a. BPR - $60.00 per pay period

    b. ABPR - $100.00 per pay period

2. Exception: Bilingual Skill Pay shall not be paid when the entire pay period consists of annual leave and/or unpaid leave.

3. Employees shall only be paid the highest rate (i.e. paid for ABPR over BPR) for which they are certified – and which the department authorizes and assigns them – and shall only receive payment for one language, regardless of the number of languages for which they are certified. The BPR and ABPR rate may not be combined in any manner.

4. If the employee transfers, demotes, or promotes to a position that is not designated as bilingual, or their position loses its bilingual designation, they will no longer be eligible for Bilingual Skill Pay. Likewise, an employee transferring, demoting, or promoting to a position which is eligible for Bilingual Skill Pay will be eligible only for the level and rate authorized for said position. The County shall make every effort to place a BPR or ABPR qualified and practicing employee in a position also already qualified and allocated for a BPR or APBR. Former certification and pay will have no bearing on the new position and rate.

ARTICLE 18 -- SHIFT PREMIUM

An employee, who by assignment or by rotation works a **regular** shift, any portion of which occurs between the hours of 7:00 p.m. and 5:00 a.m. is eligible for shift premium and shall be paid, in addition to the basic compensation, an eight percent (8%) 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 19 -- HOLIDAYS

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 this MOU:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in February (Washington's Birthday)
4. March 31 (Cesar Chavez' Birthday)
5. Last Monday in May (Memorial Day)
6. June 19 (Juneteenth)
7. July 4 (Independence Day)
8. First Monday in September (Labor Day)
9. November 11 (Veteran's Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Day following Thanksgiving
12. December 25 (Christmas)

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

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

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work or on an 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 may be required by the department head to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

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. If the holiday falls on the employee's regular day off, and the employee works the holiday, he/she may elect to accrue up to eight hours in lieu of holiday pay. The combined balances of Holiday (maximum 24 hours) and Compensatory Time Off shall not exceed sixty (60) hours.

Employees in a permanent position working a flexible workweek, e.g. ten hours per day, shall be paid a maximum of eight hours of holiday pay. If the employee's regular schedule includes hours in excess of eight hours per day, a holiday off shall either be supplemented by Annual Leave, other accrued paid time, or unpaid leave.

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 employee's regularly scheduled work hours. 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. 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; the above employees 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.

Holidays - Seven Days a Week Work Units

Notwithstanding the above, only the actual days upon which January 1, March 31, June 19, July 4, November 11, and December 25 fall shall be considered paid holidays for Supervising Juvenile Correctional Officers who are employed in a work unit which routinely operates seven (7) days-a-week and who are required to work on those dates.

ARTICLE 20 -- CALL-BACK

Call-Back Pay

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

1. The employee is unexpectedly ordered to return to work and does, in fact, return to work.

2. The order to return to work is given following termination of the employee's normal shift and departure from the work location.

3. Such return to work occurs 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 21 -- STANDBY PAY

Employees who are placed on standby shall be compensated for the standby time at the rate of five dollars ($5.00) 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.

Social Work Supervisors who are placed on standby shall be compensated for the standby time at the rate of seven and 50/100 ($7.50) per hour. 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 work.

ARTICLE 22 -- REST PERIODS

Employees shall generally be entitled to two (2) rest periods (one (1) rest period for Unit 36 employees assigned to the Probation Department) 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 23 -- PERSONNEL FILES

The employee's personnel file is strictly confidential. Without their written permission, only Personnel, and other employment-related persons shall have access to the file, and then only for their work-related use.

No detrimental material will be placed in the employee's file unless it has first been discussed with the employee and the employee has an opportunity to respond. A copy of such material will be provided to the employee. The response of the employee will also be placed in the personnel file and remain there as long as the detrimental material remains in the file.

Employees, or their representative with written permission, shall have access to their own personnel file and be entitled to copies of anything therein except letters of reference.

ARTICLE 24 -- PERFORMANCE EVALUATIONS

Performance evaluations are governed by Personnel Rule 13. Employees are always evaluated by their current supervisor. Where the employee has had more than one supervisor during a rating period, all such persons who are currently employed in the rated employee's department and have supervised the employee for more than three (3) months shall cooperate in preparing a single evaluation.

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 25 -- HEALTH AND SAFETY

Pursuant to Senate Bill 198, California Code Sections 10.6401.7, and Fresno County Management Directive 1600, departments will maintain an effective injury and illness prevention program relative to the departments' individual division/unit operations. It is the duty of management to make reasonable efforts to provide and maintain a safe and healthy place of employment. 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 unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisor.

To further clarify management's and employee's commitment to providing and maintaining a safe and healthy work place, active participation in existing departmental worksite safety and safety training committees is encouraged and familiarity with existing policies and procedures is required. The Union is also encouraged to submit its viewpoints on safety and safety training issues to the appropriate department safety coordinator for consideration by the appropriate committee. Each worksite committee will include two (2) Union members who shall be a department employee.

Annual training may be provided to employees on personal safety, management of clients' assaultive behavior, and reduction of employees' stress, only if such training can be provided at no cost to the county.

ARTICLE 26 -- JOB SECURITY

When advance knowledge of the impact of pending changes in functions, organization or operations 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 downward reclass(es) or layoff(s) occur, the appropriate then-current Personnel Rules will be used.

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. Further, that the intent of this notification is not to require that the new employer abide by terms of this MOU, but rather as a means of apprising the new employer of working conditions which have been in effect with the County.

ARTICLE 27 -- 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 28 -- 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 29 -- 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 30 -- CONTINUING EDUCATION

Employees of 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 31 -- ANNUAL LEAVE

All employees covered by this MOU will participate in Annual Leave as governed by Fresno County Salary Resolution, Section 600.

The parties agree to increase the Annual Leave cap from 600 hours to 650 hours as soon as practicable. Should this Annual Leave increase result in the creation of a new Annual Leave plan, employees will be transitioned to the new Leave Plan with their current leave plan balances as of the transition effective date.

The County will notice the Union prior to any transition effective date.

ARTICLE 32 -- SWAP – SUPERVISING JUVENILE CORRECTIONAL OFFICER

Effective March 28, 2016, the provisions of this agreement shall apply only to employees in the classification of Supervising Juvenile Correctional Officer and may only be utilized in strict accordance with the stated definitions and conditions.

The SWAP program provides an opportunity for Supervising Juvenile Correctional Officers to exchange full work shifts when staffing levels and/or other operational needs are not conducive for the use of Annual Leave. SWAPing shall not occur on a continuous basis and is only intended as an alternate means of relief in rare/occasional instances. It is not the intention of this agreement for Supervising Juvenile Correctional Officers to be able to alternate/modify their normal work schedules on an ongoing and/or continuous basis.

Utilization of the SWAP program must satisfy the following conditions:

1. A Supervising Juvenile Correctional Officer must have requested and been denied the usage of Annual Leave before submitting a SWAP request.

2. Only two (2) Supervising Juvenile Correctional Officers may be involved in any SWAP. Two (2) Supervising Juvenile Correctional Officers is defined as the Supervising Juvenile Correctional Officer requesting the SWAP and the Supervising Juvenile Correctional Officer who is willing to agree to SWAP the specific full work shift(s) in question.

3. Supervising Juvenile Correctional Officers are allowed a maximum of ten (10) shift SWAPs per year (generally January 1st – December 31st to coincide with effective date of that year's shift schedule change) and up to two (2) consecutive work shifts per SWAP. A Supervising Juvenile Correctional Officer may only use up to two (2) SWAPs in a pay period and no more

than three (3) SWAPs in any given month. Unused SWAPs shall not be rolled over to the next year.

4. A SWAP will only count against the Supervising Juvenile Correctional Officer who submits the request for a SWAP and will not count against the Supervising Juvenile Correctional Officer who is willing to agree to the SWAP.

5. Supervising Juvenile Correctional Officers must possess similar job skills to perform the specific assignment as determined by the Probation Department and may only SWAP full work shifts with another Supervising Juvenile Correctional Officer on the same work schedule (e.g. eight hour work shift for another eight hour work shift).

6. The two (2) Supervising Juvenile Correctional Officers must agree to the SWAP in writing (i.e., via a Department approved form).

7. The SWAP must be completed within two (2) consecutive pay periods.

8. No County overtime or FLSA overtime shall result from employees agreeing to SWAP.

9. The official request form must be completed by both Supervising Juvenile Correctional Officers and submitted to the Assistant Director for review at least 15 days in advance of the proposed SWAP. SWAP requests made more than 45 days in advance of the proposed SWAP will not be approved. The designated Assistant Director may either approve or deny the proposed SWAP. A Supervising Juvenile Correctional Officer may also submit an Annual Leave request, for the full work shift(s) in question, on the official SWAP request form. If the Supervising Juvenile Correctional Officer submits an Annual Leave request on the same form as the SWAP request, then the Assistant Director will either approve or deny the Annual Leave request. If the Annual Leave request is approved, then the SWAP request will deemed to be unnecessary and will not be processed. If the Annual Leave request is denied, then the Assistant Director may either approve or deny the proposed SWAP.

10. Should a Supervising Juvenile Correctional Officer not complete the terms of the agreed SWAP for reasons other than an On-the-Job Injury (OJI), the Supervising Juvenile Correctional Officer may have further participation withheld in addition to any disciplinary action for cause. If a Supervising Juvenile Correctional Officer fails to complete the terms of the agreed SWAP the County may deduct the equivalent amount of Annual Leave hours from that employee's Annual Leave bank to reimburse the County for any and all costs they incurred to replace them.

11. The Probation Department shall have the full discretion to limit the number of SWAPs allowed per day if staffing conditions are not conducive to the utilization of SWAPs.

12. The provisions of this Addendum shall not be appealable or grievable.

ARTICLE 33 -- BEREAVEMENT LEAVE

Each employee occupying a full-time, permanent position shall be eligible for paid Bereavement Leave up to twenty-four (24) working hours per bereavement for the death of a qualifying relative. Employees who work less than 80% of a full-time position shall be eligible for up to twelve (12) hours of paid Bereavement Leave per bereavement for the death of a qualifying relative.

All leave must be requested, approved and completed within six months of the qualifying relative's death.

A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, child, step-child (including California Health and Safety Code, Section 102950), grandmother, step-grandmother, grandfather, step-grandfather, grandchild, or step-grandchild. Also qualifying shall be an employee's corresponding relative through their legally recognized spouse: spouse's mother, spouse's father, spouse's brother, spouse's sister, spouse's child, (including California Health and Safety Code, Section 102950), spouse's grandmother, spouse's grandfather, or spouse's grandchild.

Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled but not worked. For example, an employee who regularly has Fridays off is not eligible to use Bereavement Leave on a Friday.

Employees must maintain active payroll status to be eligible for Bereavement Leave. Active payroll status is defined as receiving any type of pay from the County (e.g. Annual Leave, Sick Leave, Vacation). If an employee is not receiving any pay from the County, they are deemed to be on inactive payroll status and not eligible for Bereavement Leave (e.g. unpaid leave of absence). Employees may substitute Bereavement Leave for available Annual Leave when integrating with State Disability Insurance.

Employees may request use of Annual Leave when the employee desires additional time off for bereavement-related purposes. Approval by the Department of total Bereavement Leave hours permitted (including any additional Annual Leave requested) will be based on operational need.

Employees taking Bereavement Leave shall submit a written statement under penalty of perjury on the Leave Request and Certification Form.

ARTICLE 34 -- SUPERVISORY TRAINING

The County and the Union agree that training for supervisors in this Unit shall be made available during the term of this MOU. This training shall include a minimum of four (4) sessions per year. Attendance may be by mutual agreement or at the direction of management.

The County Training Officer will send County-developed training program announcements to the Union for U.S. Mail distribution to Unit members.

This article will not apply during the term of this MOU because of the County's inability to pay for such training due to economic conditions.

ARTICLE 35 -- OVERTIME

All employees covered by this MOU shall be paid at the rate of time and one-half (1½) for overtime hours worked. In determining whether overtime hours have been worked, only productive work hours (actual hours worked) shall apply. Overtime is authorized work performed by employees in excess of their regularly scheduled daily straight-time hours, or over forty (40) straight-time 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). Hours worked in excess of an employee's regularly scheduled daily straight-time hours paid as "County" overtime shall not be included for purposes of determining the application of any weekly "FLSA" overtime or double time overtime, as an employee must work forty (40) hours of straight-time before being entitled to "FLSA" overtime. At the end of the pay period, overtime will be calculated based on daily "County" overtime rate and the weekly overtime provisions of the FLSA. Should the calculated "FLSA" overtime be greater than the calculated "County" overtime, an adjusting entry (earn code 90-FLSA OT) shall be made, and the employee will receive the greater amount.

Consistent with other provisions of this MOU and the Salary Resolution, overtime shall also include all authorized consecutive hours worked in excess of an employee's regularly scheduled daily straight-time hours, 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 scheduled 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

The department will solicit volunteers prior to scheduling any employee to work more than seven consecutive work days. Should employees of this Unit be scheduled by management to work more than seven (7) consecutive work days of at least eight (8) hours per day, commencing on the eighth (8th) day, the employee will be compensated at two (2) times their base hourly rate for overtime hours 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 36 -- COMPENSATORY TIME OFF

Employees covered by this MOU in the following departments 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):

Behavioral Health
Child Support Services
County Clerk
District Attorney
General Services
Information Technology Services
Library
Public Health
Public Works & Planning
Sheriff
Social Services

Employees in the following classifications are also eligible to 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):

Senior Appraiser
Senior Auditor Appraiser
Senior Defense Investigator
Supervising Cadastral Technician

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.

Use of CTO shall be at a time mutually agreed upon by the employee and the department head or their designee. Employees may request to be paid in cash at any time for accrued hours. Any remaining CTO and Holiday CTO balances will be automatically paid out in cash the first pay period of the following fiscal year.

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.

Effective July 6, 2026, employees within the Supervising Juvenile Correctional Officer classification (SJCO), are eligible to accrue compensatory time off (CTO) up to a combined maximum of fifty (50) hours (24 of which may be Holiday Accrual).

ARTICLE 37 -- 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 38 -- 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 39 -- 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 40 -- 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.

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.

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.

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 41 -- 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 30-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 42 -- CERTIFICATION/REGISTRATION BONUS SENIOR APPRAISER/AUDITOR-APPRAISER

Employees in the Senior Appraiser classification who carry the designation of Member Appraisal Institute (MAI) shall receive two and one-half percent (2.5%) in addition to their normal pay. The additional two and one-half percent (2.5%) shall be paid commencing when the conditions set forth in paragraph four (4) of this article have been met.

Employees in the Senior Auditor-Appraiser classification who are California Certified Public Accountants (CPA) or California Public Accountants (PA) shall receive five two and one-half percent (2.5%) in addition to their normal pay. The additional two and one-half percent (2.5%) shall be paid commencing when the conditions set forth in paragraph four (4) of this article have been met.

Employees in the Senior Appraiser classification who carry the designation of Senior Real Property Appraiser (SRPA) shall receive Fifty Dollars ($50) per pay period in addition to their

normal pay. The additional Fifty Dollars ($50) per pay period shall be paid commencing when the conditions set forth below have been met.

Proof of possession of the MAI, CPA, PA, or SRPA designation must be presented by the employee for verification prior to payment. Employees newly hired who possess either the MAI, CPA, PA, or SRPA designation must successfully complete their probationary period or any extension thereof prior to receipt of the applicable payment. No employee shall receive payment for more than one designation. Employees seeking certification or continuing certification for the SRPA designation may not use County training or travel reimbursement funds when the course is solely for certification or continuing certification as a SRPA.

Should designation as an MAI, CPA, PA, or SRPA become a requirement for any of the job classifications listed above, the additional payment shall cease immediately for those classifications.

ARTICLE 43 -- 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 44 -- 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 45 -- 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 understandings or agreements by the parties (with the exception of addendums and sideletter agreements), whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addendums and sideletter agreements, all previously existing addendums and sideletter agreements that have not expired, and new addendums 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 -- 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 47 -- 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, expect for the employee's right to appeal if their Weingarten Rights are violated.

ARTICLE 48 -- 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 49 -- MOU NEGOTIATIONS

Employees authorized to participate in MOU negotiations whose classifications require them to carry a caseload, shall not be assigned any new cases on days they have participated in the MOU negotiation process.

ARTICLE 50 -- PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS (POBR)

In accordance with applicable Government Code section(s), the classification of Supervising Juvenile Correctional Officer is subject to the provisions of the Public Safety Officers Procedural Bill of Rights (POBR). Should there be any revisions legislated by the State to the applicable government Code section(s), the revised provisions would apply. Furthermore, the foregoing information is only for the parties' general reference and this Article is not grievable or appealable.

ARTICLE 51 -- TIER III GENERAL/MISCELLANEOUS AND TIER II SAFETY RETIREMENT PLAN – MANDATORY (EFFECTIVE JUNE 18, 2007)

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

General/Miscellaneous Employees – GC Section 31676.15

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

Safety Employees – GC Section 31664.2

- 3% at 55 years of age
- 1 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 or Tier II Safety.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by Unit 36 – Supervisory 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 36 – Supervisory 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 and Tier II Safety 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 52 -- TIER IV GENERAL/MISCELLANEOUS MANDATORY RETIREMENT PLAN – [THREE (3) YEAR AVERAGE]

Effective June 11, 2012, any employee newly hired into a permanent position in a General/Miscellaneous classification 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 III	↔	Tier II
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.

ARICLE 53 -- 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 hired into a permanent position who will become a new member of FCERA on or after January 1, 2013, shall be enrolled in the State mandated defined benefit retirement formula specified in Government Code § 7522.20 and will be subject to all other retirement plan provisions as mandated by PEPRA. This state mandated retirement tier shall be known as the Tier V General Retirement Plan.

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

Any employees hired prior to January 1, 2013, should contact FCERA to obtain information regarding their retirement tier and benefits.

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

ARTICLE 54 -- HEALTH INSURANCE

1. Effective December 8, 2025, on behalf of each full-time (.8 or higher FTE), the County will contribute up to the following amounts per pay period based on the employee's plan selection:

Plan Selection	Total Contribution
Employee Only	$473
Employee plus Child(ren)	$778
Employee plus Spouse	$778
Employee plus Family	$963

2. 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.

3. 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 55 -- CHILD PROTECTIVE SERVICES ASSIGNMENT DIFFERENTIAL

Social Work Supervisors who are regularly assigned to a Child Protective Services (CPS) unit and employees assigned to Temporary Shelter (MOD C), shall be paid, in addition to their base salary, a seven and one-half percent (7.5%) differential. Social Work Supervisors who cease to be assigned to CPS shall cease to receive this differential. This differential shall only be applied to base pay; it shall not apply to overtime/call-back.

ARTICLE 56 -- UNION REPRESENTATIVE LEAVE OF ABSENCE (GOVERNMENT CODE 3558.8)

Pursuant to the provisions of 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 time granted under this article shall not be considered productive time for purposes of determining overtime. 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 Government Code 3558.8 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.

6. An employee on an approved union leave of absence may, if approved by the County, work shifts that do not conflict with the times specified on the written request.

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 57 -- TIME OFF

Scheduled Time Off

Time off requests shall be submitted in writing via County email, or the normal and ordinary means of business communications, to the employee's supervisor (s) no less than 3 business days in advance. Requests are to be reviewed and approved or denied no less than 2 days after receipt. Time off requests that are not responded to shall be approved.

Unscheduled Time Off

It is understood that unscheduled time off can pose a hardship on operations, and as such should be kept to a minimum. Unscheduled time off can be requested verbally to a direct supervisor the day prior or same day. Should the supervisor deem the request operationally feasible, they shall document the approval in writing without requiring acknowledgement from the employee and save the communication for timekeeping purposes.

ARTICLE 58 -- TEN (10) YEAR RETENTION PAY

Effective October 16, 2023, employees at the Supervising Juvenile Correctional Officer classification level shall be eligible to receive a 5% retention premium pay differential upon completion of 10 years of satisfactory service within the Juvenile Correctional Officer classification series, as defined in Salary Resolution Sections 410.1 and 410.2 and upon recommendation of the employee's Department Head. This differential would not reset upon promotion up through the Juvenile Correctional Officer classification series. Any break in County service will reset the clock for calculation of this premium.

ARTICLE 59 -- MOU REOPENERS

The parties agree to a re-opener regarding health insurance contributions for Plan Year 2027, on or about September 1, 2026.

ARTICLE 60 -- TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from March 16, 2026, through March 14, 2027. Negotiations for the successor MOU shall begin on or around November 2026.

COUNTY OF FRESNO	SEIU - LOCAL 521, UNIT 36	
		February 23, 2026
		February 23, 2026
2/26/2026		
Date	Signature	Date

ADDENDUM – SALARIES
TO MEMORANDUM OF UNDERSTANDING
SUPERVISORY EMPLOYEES - UNIT 36

Classifications	Current Bi-weekly Range	1% Increase Eff. 03/16/26
Clinical Supervisor	4222	4264
Defense Social Work Supervisor	2931	2960
Disposal Site Lead Supervisor	2582	2608
Head Nurse	4319	4362
Health Educator	2377	2401
Inmate Supplies Coordinator	2297	2320
Maintenance Services Supervisor	2697	2724
Master Automotive Mechanic	2643	2669
Master Heavy Duty Mechanic	2643	2669
Parks Services Supervisor	2036	2056
Road Operations Lead Supervisor	2582	2608
Senior Administrative Caseworker	2081	2102
Senior Admitting Interviewer	1758	1776
Senior Appraiser	3283	3316
Senior Auditor – Appraiser	3446	3480
Senior Defense Investigator	3387	3421
Senior Substance Abuse Specialist	2255	2278
Senior Welder	2643	2669
Social Services Program Supervisor	2572	2598
Social Work Supervisor	2931	2960
Supervising Account Clerk	2011	2031
Supervising Cadastral Technician	2630	2656
Supervising Child Support Specialist	2769	2797
Supervising Communicable Disease Specialist	2210	2232
Supervising Environmental Health Specialist	3269	3302
Supervising Juvenile Correctional Officer	2912	2941
Supervising Legal Assistant	1951	1971
Supervising Librarian	2806	2834
Supervising Library Assistant	1686	1703
Supervising Maintenance Janitor	1767	1785
Supervising Office Assistant	1919	1938
Supervising Public Health Nurse	4762	4810
Supervising Recording Technician	2127	2148
Supervising Stock Clerk	1788	1806
Traffic Operations Lead Supervisor	2192	2214

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)