

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ASSOCIATION OF  
COUNTY ENGINEERS  
(UNIT 42)**

**AND**

**THE COUNTY OF FRESNO**

**NOVEMBER 11, 2024 – NOVEMBER 9, 2025**

# UNIT 42

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### ADDENDA:

## **INTRODUCTION/PURPOSE**

We, the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County", and the Association of County Engineers, Unit 42, hereinafter referred to as "Association", having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for Representation Unit 42. It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU.

## **RECOGNITION**

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

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.

## **REPRESENTATION RIGHTS**

The Association shall have the right to meet and confer in good faith with the County regarding wages, hours, and other terms and conditions of employment for representation Unit 42, within the scope of representation.

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include the consideration of the areas enumerated as exclusive County rights in the Management Rights Article of this MOU.

## **DUES & DEDUCTIONS**

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

The Association 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 Association and not to the County. The Association 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 Association membership, dues amounts, and payroll deductions must be directed to the Association and not the County.

The Association 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 Association 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 Association 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 Association 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 Association no later than thirty (30) days after the deductions occur.

The Association 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 Association's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

### **EMPLOYEE REPRESENTATIVES**

The County and Association agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible level.

The Association shall provide a current list of Association officers to Human Resources each January. The listing shall include the employee's name, classification, department, division, work location and work telephone number.

An Association officer may represent a member of Unit 42 at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this MOU, within the scope of representation.

An Association officer shall be allowed reasonable time off with pay for the purpose hereinabove defined.

### **RELEASE TIME**

The Association may request that a reasonable number of employees, who serve as official representatives of the Association, be released from work, with prior department head approval, without loss of compensation when meeting and conferring with the County where matters within the scope of representation are being considered.

The Association shall submit a written request for release time to the department head, or designee, at least seventy-two (72) hours in advance of the meeting. The use of County time for

this purpose shall not be excessive, nor shall it interfere with the performance of County services as determined by the department head.

### **BULLETIN BOARDS**

The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work location. Such bulletin boards shall be maintained in accordance with provisions of the County Employee Relations Ordinance.

No such bulletin boards shall be located in areas frequented by the public doing business with the County as determined by the County.

### **MEETING SPACE**

The County, at the Association's request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice (72 hours) of such meetings. The Association 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.

### **EMPLOYEE GRIEVANCE PROCEDURE**

The Employee Grievance Procedure and Forms agreed to on December 9, 2010 shall be available on the Human Resources website. No changes shall be made to the procedure and/or forms without mutual agreement of the Association and County.

### **MANAGEMENT RIGHTS**

- A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.
- B. No portion of this County Management Rights article shall be construed to obligate the County in any way.
- C. All decisions made in accordance with County Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or Unfair Employee Relations Practice Charges.
- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. In the exercise of its right, the County shall not require an employee to perform an act or acts contrary to licensing law.

- F. This article shall not preclude the Association from meeting and conferring with management representatives about the consequences that the decisions of these matters may have on wages, hours, and other terms and conditions of employment.
- 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, promote, layoff, dismiss its employees;
  5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the 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 any change in 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 work shifts, working hours, and workweeks;
  16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;

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

### **ANNUAL LEAVE**

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

### **SALARIES**

- 3% Salary Increase effective November 11, 2024
- Step 6 effective November 25, 2024

<b><u>Classification</u></b>	<b><u>Current Bi-Weekly Salary Range</u></b>	<b><u>3% Increase Eff. 11/11/24</u></b>
Building Plans Checker I	2343	2413
Building Plans Checker II	2814	2898
Building Plans Checker III	3093	3186
Engineer I	2731	2813
Engineer II	3276	3374
Engineer III	3595	3703

### **PROFESSIONAL LICENSES**

Effective November 11, 2024, employees who possess a license as a Professional Engineer (excluding Professional Engineer - Specialist) or Architect under provisions of the California Business and Professions Code shall receive \$200 per pay period in addition to their normal pay when employed in the job classifications of: Engineer II/III and Building Plans Checker II/III.

This provision shall be applicable for said classifications starting the pay period following receipt of the employee's professional license. The certificate/license must be presented to department management by the employee for verification prior to payment.

Should licensure at any time become a requirement for any of the job classifications included above, the additional \$200 per pay period shall cease immediately for such classification.

No individual shall receive a bonus for more than one (1) license i.e., Architect or Engineer.

### **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 his/her departure from his/her 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.

Note: Cancellation of an approved paid leave during employee's normal working hours does not invoke a call-back situation.

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. Each hour or fraction thereof worked from the time of call-back to the time the employee leaves home to the time the employee returns home at the rate of time and one-half (1½).

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

### **OVERTIME**

All employees covered by this MOU shall receive compensation in cash at the rate of one and one-half (1½) the employee's rate of pay for overtime worked in accordance with the provisions of Section 800 of the Fresno County Salary Resolution.

Existing compensatory time balances will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee. Compensatory time off will no longer be accrued as of December 15, 1997.

### **PROFESSIONAL PRACTICE**

The County recognizes that outside of normal working hours an employee's time is his/her own. Therefore, the County agrees that professional employees may practice their profession in their free time provided such practice does not violate the County Charter or County Ordinance.

### **BILINGUAL SKILL PAY**

Effective June 13, 2011, Association members will be eligible for bilingual skill pay of up to \$23.08 per pay period (approximately \$50.00 monthly). Designated Bilingual Skill Pay positions are at the sole discretion of the Department Head. Position designation/eligibility shall be governed by the Fresno County Salary Resolution, Section 533 with the exception of 533.1.

#### **Pay Provisions:**

1. Bilingual Skill Pay will be a maximum of \$23.08 per pay period (approximately \$50.00 monthly).
2. Bilingual Pay will not be paid during periods of time off (e.g., Annual Leave); it shall be prorated on an hourly basis.



3. Employees will be paid a maximum of \$23.08 per pay period regardless of the number of languages they are certified for.

### **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.

### **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.

## **REPRESENTATION IN COURT**

Subject to all appropriate provisions of California Government Code Sections, the County will, upon request of an employee or former employee and approval by the Board of Supervisors, defend against a claim or action for an injury arising out of an act or omission (e.g., not as a result of intentional misconduct and/or unlawful conduct) occurring within the scope of employment as an employee of the County and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the County has agreed.

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

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

Consistent with PEPRA, the exception to being enrolled into General Tier V for any employee 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.

## **HEALTH INSURANCE**

1. Effective December 11, 2023, on behalf of each full-time employee (.8 or higher FTE), the County will contribute up to the following amounts per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Total Contribution</u>
Employee Only	\$433
Employee plus Child(ren)	\$668
Employee plus Spouse	\$688
Employee plus Family	\$853

Effective no sooner than December 9, 2024, on behalf of each full-time employee (.8 or higher FTE), the County will contribute up to the following amounts per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Total Contribution</u>
Employee Only	\$458
Employee plus Child(ren)	\$718
Employee plus Spouse	\$718
Employee plus Family	\$903

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 results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
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.

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

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

### **SAVINGS CLAUSE**

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

### **FULL UNDERSTANDING**

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

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

### **MOU REOPENERS**

#### **Health Insurance:**


The parties agree to a one-time only re-opener with discussions to commence on or around October 1<sup>st</sup> of 2025, regarding health insurance contributions for Plan Year 2026.

### **TERM OF MEMORANDUM OF UNDERSTANDING AND RENEGOTIATION**

This MOU shall be in effect from November 11, 2024, through November 9, 2025. The parties agree to begin negotiations on a successor MOU on or about August 2025.

  
\_\_\_\_\_  
COUNTY OF FRESNO

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ASSOCIATION OF COUNTY  
ENGINEERS – UNIT 42

  
\_\_\_\_\_  
Date