

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**PROFESSIONAL ASSOCIATION
OF EMPLOYEES**

UNIT 19

(PROFESSIONAL EMPLOYEES)

AND

THE COUNTY OF FRESNO

NOVEMBER 27, 2023 – NOVEMBER 23, 2025

UNIT 19

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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 Professional Association of Employees, Unit 19 hereinafter referred to as “Association” having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for Representation Unit 19. It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU.

RECOGNITION

Pursuant to the provisions of the Fresno County Employee Relations Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate State law, the County hereby recognizes the Association as the exclusive representative of all employees whose classifications have been certified for inclusion by the Fresno County Civil Service Commission in Unit 19.

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

DUES AND 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.

REPRESENTATIVE ACCESS

Consistent with County's Employee Relations Ordinance, authorized Association 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, Association Representatives shall obtain permission from the department head or designee at least one business day in advance. Once access permission is granted and the representative arrives, the representative shall confine activity specifically to the stated reason for requesting access.

EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

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

RELEASE TIME

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

The Association shall submit a written request for release time to the department head, or designee, at least seventy-two (72) hours in advance of the meeting. The use of County time for this purpose shall not be excessive, nor shall it interfere with the performance of County services as determined by the department head.

BULLETIN BOARDS

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

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

ANNUAL LEAVE

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

SALARIES

- 10% increase (5% COLA + 5% equity) effective November 27, 2023
- Step 6 effective July 8, 2024
- 5% increase (3% COLA + 2% equity) effective November 25, 2024
- 3% equity increase July 7, 2025

<u>Classifications</u>	<u>Current Bi-Weekly Salary Range</u>	<u>10% Increase Eff. 11/27/23</u>	<u>5% Increase Eff. 11/25/24</u>	<u>3% Increase Eff. 7/7/25</u>
Accountant I	1896	2086	2190	2256
Accountant II	2169	2386	2505	2580
Appraiser I	1769	1946	2043	2104
Appraiser II	2041	2245	2357	2428
Appraiser III	2406	2647	2779	2862
Auditor – Appraiser I	1769	1946	2043	2104
Auditor – Appraiser II	2041	2245	2357	2428
Auditor – Appraiser III	2406	2647	2779	2862
Emergency Management Specialist I	2250	2475	2599	2677
Emergency Management Specialist II	2478	2726	2862	2948
Environmental Health Aide	1482	1630	1712	1763
Environmental Health Specialist I	2002	2202	2312	2381
Environmental Health Specialist II	2250	2475	2599	2677
Environmental Health Specialist III	2478	2726	2862	2948
Environmental Health Specialist Tr. (Flat)	1661	1827	1918	1976
Epidemiologist	2875	3163	3321	3421
Public Health Chemist I	1880	2068	2171	2236
Public Health Chemist II	2116	2328	2444	2517
Public Health Microbiologist	2768	3045	3197	3293
Public Health Microbiologist Trainee	1915	2107	2212	2278
Senior Accountant	2536	2790	2930	3018

MANAGEMENT RIGHTS

- A. All County rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the County whether or not they have been exercised in the past.
- B. No portion of this County Management Rights article shall be construed to obligate the County in any way.
- C. All decisions made in accordance with County Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.
- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.
- F. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- G. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.
- H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
 - 1. determine the mission of its constituent departments, commissions, boards, and committees;
 - 2. set standards of services and evaluate the County's effectiveness in delivery of these services;
 - 3. determine the procedures and standards for employee selection, promotion, demotion, transfer reassignment and/or layoff;
 - 4. select, train, direct, assign, demote, promote, layoff, dismiss its employees;
 - 5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
 - 6. take disciplinary actions;
 - 7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
 - 8. evaluate and maintain the efficiency of County operations;

9. determine and change the method, means, personnel, and standards by which County operations are to be conducted;
10. determine the content of job classifications;
11. take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
12. exercise complete control and discretion over its organization and the technology to perform its work;
13. make rules and regulations pertaining to employees consistent with this MOU;
14. make all financial and budgetary decisions;
15. establish, allocate, schedule, assign, modify, change and discontinue workshifts and working hours and workweeks;
16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;
17. engage consultants for any future or existing function or operation of the County;
18. order overtime.

BEREAVEMENT LEAVE

Each employee occupying a 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.

HOLIDAYS

The dates listed below which fall within the normal workweek of Monday through Friday shall be considered paid holidays and shall be observed subject to provisions contained within this MOU:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Jr.'s Birthday)
- Third Monday in February (Washington - Lincoln Day)
- March 31 (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day following Thanksgiving
- December 25 (Christmas)

Every Monday following a Sunday which falls on January 1, March 31, 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 approved paid leave on their last assigned shift immediately before or after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before or after a County holiday as set forth in this MOU, may be required by the department head to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes.

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.

Compensation for Time Worked on a Holiday

When employees represented by this Unit are required to work on a holiday as listed herein, the time so worked shall be compensated at the rate of one and one-half (1½) times the employees base hourly rate of pay. 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.

Hours worked in excess of eight (8) hours meet overtime criteria and shall be paid at the overtime rate of one and one-half (1½) times the employees base hourly rate of pay, or accrued compensatory time off (CTO), subject to the sixty (60) hour combined maximum (24 of which may be Holiday Accrual) as set forth in the Overtime Article of this MOU.

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

Holidays - Part-Time Employees

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

Holiday Pay – Flexible Work Week

Employees in full-time positions who are working a flexible workweek, such as the four-day workweek, ten hours per day, shall be paid a maximum of eight hours of holiday pay. If the employee's regular schedule includes hours in excess of eight per day, a holiday off shall either be supplemented by Annual Leave, other accrued paid time, or unpaid leave.

Holidays Falling on Days Off

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

CALL-BACK AND STANDBY PAY

Call-Back Pay

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

1. The employee is unexpectedly ordered to return to work and does, in fact, return to work.
2. The order to return to work is given following termination of the employee's normal shift and departure from the work location.
3. Such return to work occurs 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. If the call-back time worked meets the definition of overtime under provisions of the FLSA, overtime shall, regarding the non-exempt classifications of Environmental Health Aide and Environmental Health Specialist Trainee, be calculated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, as defined by provisions of the FLSA.

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

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.

Standby Pay

Employees who are placed on standby shall be compensated for the standby time at the rate of \$5.00 per hour. Employees who are actually called back to work shall be compensated pursuant to the Call-Back section above. 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. Compensation for phone calls shall be earned concurrently with standby pay.

Environmental Health Specialists who are required by management to be placed on standby for response to a hazardous material emergency, shall be compensated at seven and 50/100 (\$7.50) per hour. Call-back pay and/or overtime cannot be earned concurrently with Standby pay.

Emergency Management Specialists who are required by management to be placed on standby for response to an emergency event shall be compensated at seven and 50/100 (\$7.50) per hour. Call-back pay and/or overtime cannot 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 or be available via a County pager at any time, and shall be in a fit condition to report to work.

OVERTIME

Compensation

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

Overtime shall also include all authorized continuous hours worked over eight (8) hours in a day which extend an employee's shift into a new day. The day is defined as 12:01 a.m. to 12:00 a.m. This provision shall include hours worked before or at the end of an employee's shift, but shall not include hours worked for an additional, consecutive shift worked on a new day. Overtime paid in this setting shall not be included in any overtime/ double-time computation for regularly assigned work hours on the new day.

Eighth Consecutive Day

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

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

Compensatory Time Off

Employees covered by this MOU in departments designated in Section 812.14 of the Salary Resolution may accrue compensatory time off, in lieu of cash compensation, up to a combined maximum of sixty (60) hours (24 of which may be Holiday Accrual). Employees may request to be paid in cash at any time for accrued hours. Use of compensatory time off balances shall be at a time mutually agreed upon by the employee and department head or his/her representative.

Compensatory time off balances may be paid off in cash at any time selected by the department head, at his/her discretion.

Employees shall not be allowed to accrue any additional hours until their hours fall below the combined maximum of sixty (60) hours (24 of which may be Holiday Accrual). Additionally, prior to any promotion or departmental transfer, employees must either cash out or use all accrued CTO/Holiday balances.

CONTINUITY OF OPERATIONS

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

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

COMPUTER PROGRAMMING MODIFICATIONS

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

MEETING SPACE

The County, at the Association's request, shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods, provided space can be made available without interfering with County needs. The Association shall provide timely advance notice (72 hours) of such meetings. The Association also agrees to pay any additional cost of security, supervision, damage and cleanup, and shall comply with the County regulations for assignment and use of such facilities.

JOB SHARING

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

TIER 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.

BILINGUAL SKILL PAY

Designated Bilingual Skill Pay positions are at the sole discretion of the Department Head. Position designation/eligibility shall be governed by Fresno County Salary Resolution, Section 533, with the exception of 533.1.

Pay Provisions

1. Bilingual Skill Pay will be paid at a rate of \$50 per pay period and will not be paid when the entire pay period consists of annual leave and/or unpaid leave.
2. Employees will be paid a maximum of \$50 per pay period regardless of the number of languages they are certified for.

HEALTH INSURANCE

1. Effective December 12, 2022, the County will contribute up to, on behalf of each full-time (.8 or higher FTE) up to the following amounts per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Total Contribution</u>
Employee Only	\$408
Employee plus Child(ren)	\$518
Employee plus Spouse	\$518
Employee plus Family	\$703

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

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

2. A minimum of one (1) health benefit plan, one (1) dental benefit plan, one (1) vision benefit plan, and one (1) pharmacy benefit plan will be available to employees and their dependents. If, during the term of this agreement, any of the health benefit plan(s), dental benefit plan(s), vision benefit plan, or the pharmacy benefit plan is unable to fulfill its contractual obligation, the County, upon consultation with the Health Benefits Advisory Committee (HBAC), if necessary, will secure a suitable replacement.
3. Any employee participating in the County's Health Benefit Program must enroll in one of the Health Insurance Plan(s), unless an employee chooses to opt out of the County's Health Benefit Program.
4. Unless otherwise court ordered, eligible employees may choose to opt out of the County's Health Benefit Program (including any related life insurance program) by completing the Opt Out Form and by providing written proof that they have medical coverage from another group health insurance plan. In addition, the employee must verify that a discontinuance of the County's Health Benefit Program does not constitute a violation of any court order or legal obligation. Eligible employees may only opt out during the designated open enrollment period for each respective Health Benefit Plan Year as defined by the Department of Human Resources or via a qualifying event (must be turned in within 30 days of the effective date of other group health insurance). Group health insurance plan is defined as employer-sponsored medical coverage.

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

Any employee who opted out of the County's Health Benefit Program for any Plan Year and desires to maintain their opt out status for subsequent Health Plan Years, must submit a new Opt Out Form during the open enrollment period for each respective Health Plan Year as defined by the Department of Human Resources. If an Opt Out Form for any Health Plan Year is not received in the Employee Benefits Division within the respective open enrollment period for each Plan Year as defined by the Department of Human Resources, said employee shall be enrolled in the lowest cost Health and Dental Plan. Additionally, any employee who has opted out of the County's Health Benefit Program may re-enroll in the Program during the annual Open Enrollment period.

5. Effective December 17, 2018, any employee who opts out of the County's Health Benefit Program for any Plan Year and does not submit a new opt out form during the open enrollment period (as outlined in No. 4 above), shall be enrolled in the lowest cost Health and Dental Plan. Additionally, any newly hired employee who does not select one of the Health Insurance Plan(s) and does not submit an opt out form (as outlined in No. ~~5~~ 4 above), shall be enrolled in the lowest cost Health and Dental Plan.
6. If during the term of this agreement the State or Federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plan(s) which 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.
7. Pursuant to the HBAC agreement, the parties agree to continue to meet and discuss the County's health benefit program before the commencement of each Plan Year.

FINANCIAL REPORTING AND AUDITS DIFFERENTIAL

Employees in the Accountant I/II and Senior Accountant classifications, who are assigned by management to the Financial Reporting and Audits (FR&A) Division of the Auditor-Controller/Treasurer-Tax Collector's Office, shall be paid, in addition to their base compensation, a differential of one-hundred and fifty and no/dollars (\$150.00) per pay period.

Employees designated by management to receive this differential do so at the discretion of the Department Head and assignment decisions designating or removing designations shall not be grievable or appealable to the Civil Service Commission, or subject to challenge in a court of law.

This differential shall be paid in the amount of \$150.00 per pay period and shall not be paid when the entire pay period consists of annual leave and/or unpaid leave.

This article shall sunset on November 23, 2025.

SAVINGS CLAUSE

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

FULL UNDERSTANDING

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

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

EXTENSION OF PAID MILITARY LEAVE

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

MOU REOPENER

The parties agree to a re-opener regarding health insurance contributions for Plan Year 2025, on or around September 1, 2024.

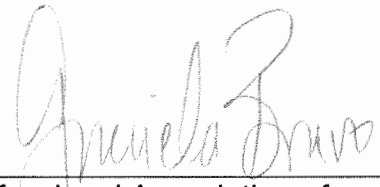
TERM OF MOU AND RENEGOTIATION

This MOU shall be in effect from November 27, 2023, through November 23, 2025. Negotiations for the successor MOU shall begin around July 1, 2025.


County of Fresno

11/7/2023

Date


Professional Association of
Employees – Unit 19

11/7/23

Date