

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

SEIU - LOCAL 535

UNIT 31

(PUBLIC DEFENDERS ASSOCIATION)

AND

THE COUNTY OF FRESNO

OCTOBER 25, 2004 – OCTOBER 30, 2011

UNIT 31

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ADDENDA

ADDENDUM NO. 1 - SALARIES

ADDENDUM NO. 2 - EMPLOYEE GRIEVANCE RESOLUTION FORM

ADDENDUM NO. 10 – AGENCY SHOP

ADDENDUM - PUBLIC SERVICE RETIREMENT CREDIT

ADDENDUM – THE MEYERS-MILIAS-BROWN ACT

ADDENDUM – FRESNO COUNTY PLAZA LOBBY MAP

ADDENDUM – EXTENSION OF PAID MILITARY LEAVE

ADDENDUM – HEALTH BENEFIT AGREEMENT – 2006

ARTICLE 1 -- INTRODUCTION

We, the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and the Service Employees International Union, Local 535, 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). It is understood that the provisions herein set forth the full and complete understanding of the parties and supersede all previous Memoranda of Understanding between the County and the Union representing County employees officially designated to be members of Representation Unit 31, represented by the Union and specifically listed on Addendum No. 1, SALARIES.

ARTICLE 2 -- PURPOSE

It is the purpose of the MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 3 -- NON-DISCRIMINATORY POLICY

It is agreed that neither the Union nor the County shall unlawfully discriminate against any employee because of age, marital status, national origin, race, religion, sex, sexual orientation, or a medical handicap, or lawful Union membership activity, or because of the lack of Union membership or activity.

Any complaint alleging unlawful discrimination shall be filed through the appropriate administrative procedure. Within the County, those procedures are identified in Personnel Pay Directive, Subject 110- Discrimination Complaint Procedures, and Personnel Pay Directive, Subject 310 - Unfair Employee Relations Practice Charge Procedure. Complaints shall not be filed through the Employee Grievance Procedure.

ARTICLE 4 -- UNION RIGHTS

Recognition

Pursuant to the provisions of the Fresno County Employee 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 the unit covered by this MOU, as well as such classifications as may be added to such unit hereafter by the Civil Service Commission or the Board of Supervisors. Classes deleted from this unit shall continue to receive the salary for that class as specified herein, but shall otherwise thereafter cease to be subject to this MOU.

Union Security

Each new employee shall become a member or pay a service fee equal to dues, unless said employee opts not to either become a member or pay a service fee at the time of employment.

Provisions of this section shall not apply to those whose religious beliefs preclude such membership or service fee. A registry of signed forms shall be maintained in the Auditor-Controller/Treasurer-Tax Collector, Payroll Division for Union inspection.

Union members may withdraw their membership only during the final full month preceding the month in which this MOU expires or when their job classification is removed from the unit.

County shall deduct, once each regular pay period, the amount of regular and periodic dues, fees, and insurance premiums as may be agreed upon between the County and the Union under the authority of an authorization card furnished by the County and signed and dated by the employee. Said deduction, together with a written statement of the names with amounts deducted, shall be forwarded promptly to the Union office.

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

Representation Rights

When the Union wishes to be represented by a County employee, rather than a non-employee Union 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 twenty-four (24) hours prior to the scheduled meeting unless waived by mutual agreement between the department head and the employee.

Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

ARTICLE 5 -- SALARIES

Salaries for all classifications included in the unit shall be as specified in Addendum No. 1.

ARTICLE 6 -- ON-THE-JOB INJURIES/HEALTH PLAN PREMIUMS

Employees who are seriously injured; or who become ill; or who are exposed to toxic materials; any of which are as a result of one incident or exposure on the job which causes need for medical treatment and who cannot return to work, as verified by a California Licensed Physician's statement, on the day such incident occurs, shall receive their full normal compensation for that day as though they had continued to work. There shall be no required use of annual or sick leave time for such day. Under conditions set forth below, the County will pay the full Health Benefit Plan premium for the employee only for up to fifteen (15) full pay periods. The Health Benefit Plan employee-only premium will be paid when all of the following conditions have been met:

1. The employee is on an approved medical leave of absence under provisions of County Personnel Rule 7;
2. The medical leave of absence is a result of a bona fide on-the-job injury or illness;
3. The employee has exhausted all accrued paid time off including, but not limited to, Annual Leave, sick leave and compensatory time off;
4. The employee has not been released by the attending physician to return to duty on a full or part-time basis.
5. The employee will assume full responsibility for payment of Health Benefit Plan premiums for any continued dependent coverage, and will assume responsibility for payment of the employee-only premium at the beginning of the sixteenth (16th) pay period of a medical leave of absence due to an on-the-job injury or illness.

ARTICLE 7 -- BULLETIN BOARDS

The County shall provide space for and permit the installation of the Public Defenders' Union bulletin boards (or provide reasonable space on County bulletin boards) for official Public Defenders' Union notices at each central work location. Such bulletin boards shall be maintained in accord 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 8 -- MEETING SPACE

The County shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. The Union shall provide timely advance notice (24 hours) of such meetings. The Union also agrees to pay any additional costs of security, supervision, damage and cleanup, and shall comply with County regulations for assignment and use of such facilities.

ARTICLE 9 -- REPRESENTATION IN COURT

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

ARTICLE 10 -- COURT APPEARANCES

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

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

They shall claim any jury, witness, or other fee to which they may be entitled by reason of such appearance and forthwith pay the same over to the Auditor-Controller to be deposited in the appropriate fund of the County.

ARTICLE 11 -- REPRESENTATIVE ACCESS

Authorized Union representatives will be granted access to work locations with the approval of the appropriate management representative for the purpose of conducting grievance investigations and observing working conditions.

ARTICLE 12 -- BEREAVEMENT LEAVE

Each employee occupying a permanent position shall be eligible for paid bereavement leave up to a maximum of twenty-four (24) hours per bereavement for the death of a qualifying relative, defined as the employee's: husband, wife, parent, brother, sister, child, grandparent, or grandchild, or these same relationships by affinity. Affinity shall be defined as relationship by marriage, excluding relationships which are excluded through final dissolution of marriage. Employees granted bereavement leave shall only be paid for any work hours regularly scheduled but not worked.

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

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

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

ARTICLE 13 -- 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 the Salary Resolution:

January 1, third Monday in January, third Monday in February, March 31, last Monday in May, July 4, first Monday in September, November 11, fourth Thursday in November and December 25.

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

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

Friday following Thanksgiving.

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work or on approved annual or sick leave on their last assigned shift immediately before and after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before or after a County holiday as set forth in Section 900 of the Fresno County Salary Resolution may be required to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

ARTICLE 14 -- DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE

The County may provide payment:

Pursuant to Government Code Section 53240, the County may provide for the payment of the costs of replacement or repair of property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, when such items are lost or damaged in the line of duty without fault of the employee.

Eligibility:

Damage to items being claimed must occur without fault of the employee and while the employee is on official County business. All claims must be verified and approved by the employee's department head. Where the department head approval is denied, the department head shall provide written reason(s) to the employee of record for denial. The department head shall be required to refer the damaged property reimbursement claim to the Auditor-Controller/Treasurer for review. The employee may submit the claim directly to the AC/T if the

department head fails to refer the claim within the required thirty (30) day period.

Procedure:

All claims for reimbursement must be submitted to the Auditor-Controller/Treasurer's within thirty (30) days after damage was incurred.

1. All receipts, invoices, and estimates of repair or value must be attached to claim when submitted.
2. Estimates of value or repair must be made by a dealer or authorized repairperson of the items being claimed and not by the employee.
3. If the items are damaged beyond repair, or if the cost of repair exceeds the estimated value, reimbursement shall be made on the value of the items at the time the damage occurred.
4. If a claim is under \$300, the Auditor-Controller/Treasurer will review it, determine if reimbursement should be made, and the amount of reimbursement. If the claim is \$300 or more, the Auditor-Controller/Treasurer will review the claim and present it to the Board of Supervisors together with a recommendation on the amount to be reimbursed, if any. The claimant will be notified of the time and date the matter will be presented to the Board of Supervisors. This notification will include the Auditor-Controller/Treasurer recommendation to the Board. Decisions of Board are final.

ARTICLE 15 -- PRIVATE VEHICLE USAGE

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

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

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

ARTICLE 16 -- DIRECT DEPOSIT OF PAYROLL CHECKS

All paychecks of employees represented by this Unit shall be directly deposited by the Auditor-Controller in a financial institution of the employee's choice, which accepts direct-deposits and does not charge the County any fee(s) for such service.

In the event an employee declines or fails to designate a financial institution to receive deposit

of their paycheck, such employee's paycheck shall be deposited in an account established for their use at the Fresno County Employees' Credit Union, and such deposit procedure shall continue unless and until another financial institution has been designated by the employee on the appropriate form and forwarded to the Personnel Division.

In the event that the financial institution designated by the employee to receive their paycheck commences to charge a fee to the County of Fresno for such deposit service, the County shall notify the employee of the effective date of such proposed fee, when such information is available to the County, and the employee shall decide to either: 1) continue the designation of that institution and pay the fee required by the financial institution; or 2) designate another institution which does not charge such fees to receive the employee's paycheck; or 3) make no designation and have the paycheck processed in accordance with the provisions above.

Employees electing options 1 or 2 shall complete the appropriate designation form and forward it to the Personnel Division one (1) week in advance of the effective date of such fees.

ARTICLE 17 -- SPECIALIZATION INCENTIVE

A five percent (5%) salary increase will be granted any attorney who completes certification through the California Bar as a Criminal Law Specialist.

ARTICLE 18 -- PARKING

Employees in job classifications represented by this Unit shall have parking privileges in the Courthouse Underground Garage and the "Overflow" lot as long as they meet the criteria specified in the County parking policy. Violations of County parking regulations may be grounds for revocation of an employee's parking privilege. The County reserves the right to change provisions of the parking policy when necessary.

Should more favorable parking arrangements be made available by the County, they shall apply to this Unit.

ARTICLE 19 -- 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 provided, however, that in making the various computer program modifications involved herein priority will be given to overtime and health insurance changes. Furthermore, the provisions of this article shall not be used to extend the effective date of salary changes.

ARTICLE 20 -- 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 section or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.
- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 3500 et seq.
- F. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- G. This article is not intended to restrict consultation with the Union at the request of the latter regarding matters within the right of the County to determine.
- H. The rights, powers, and authorities of the County include, but are not limited to, the sole and exclusive right to:
 - 1. Determine the mission of its constituent departments, commissions, boards, and committees;
 - 2. Set standards of services and evaluate the County's effectiveness in delivery of these services;
 - 3. Determine the procedures and standards for employee selection, promotion, demotion, transfer, reassignment and/or layoff;
 - 4. Select, train, direct, assign, demote, promote, layoff, dismiss its employees;
 - 5. Communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
 - 6. Take disciplinary actions;
 - 7. Relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
 - 8. Evaluate and maintain the efficiency of County operations;

9. Determine and change the method, means, personnel, and standards by which County operations are to be conducted;
10. Determine the content of job classifications;
11. Take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
12. Exercise complete control and discretion over its organization and the technology to perform its work;
13. Make rules and regulations pertaining to employees consistent with this MOU;
14. Make all financial and budgetary decisions;
15. Establish, allocate, schedule, assign, modify, change and discontinue work shifts 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.

ARTICLE 21 -- 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 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.

In the event the County determines there to be a violation of this article by the Union and/or the employees which it represents, the employer may, in addition to other remedies, discipline such employees up to and including discharge.

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

ARTICLE 22 -- LIFE AND DISABILITY INSURANCE

The County agrees to offer term life insurance at the option of individual employees. Such insurance will be paid for by employees opting to receive this insurance and shall be subject to provisions as established by the County and the insurance carrier.

Employees of this Unit shall participate in the State Disability Insurance Program effective as soon as practicable. 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 23 -- JOB SECURITY

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

Management agrees that training programs will not be established for the purpose of depriving qualified employees of higher earnings.

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.

ARTICLE 24 -- EMPLOYEE TRAINING

New employees shall spend a minimum of two (2) weeks with an experienced staff member prior to assuming full responsibility for case load coverage. During this period, new employees will assist in such assignments as trial preparation and trials. Additionally, new staff will be oriented to departmental policy and procedures.

ARTICLE 25 -- CLIENT CONFIDENTIALITY

The parties agree that it is mutually beneficial that client confidentiality not be breached in violation of either Evidence Code Section 950-962 or the attorney's Canon of Ethics.

ARTICLE 26 -- REPRESENTATION AND SHOP STEWARDS

Purpose

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

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

The Shop Steward recognizes the fact that the out-of-unit supervisor is the representative in the department and, as such, is responsible to higher management for the quality of the work. As the out-of-unit supervisor is the representative for management, the Shop Steward is the representative for the Union. They must be willing to meet in good faith to settle grievances as

they arise. The Shop Steward understands that the Stewardship function does not relieve them from conforming to all rules of conduct and standard of performance established by law, regulation, County or department policy or this MOU.

Selection of Stewards

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

The County agrees the number of Shop Stewards for the Unit shall be a total of three (3) Stewards, one (1) of which will be Chief Steward.

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, 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.

After obtaining out-of-unit supervisory permission, Shop Stewards will be permitted to leave their normal work area during on-duty time in order to assist in presentation of a grievance. To obtain permission to investigate a grievance on on-duty time, the Steward shall advise the out-of-unit supervisor of the general nature of the grievance. The Shop Steward is permitted to discuss the problem with all employees immediately concerned and if appropriate, to attempt to achieve settlement with 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 27-- UNION & MANAGEMENT MEETINGS

The parties recognize that timely resolution of operational/service issues is in the best interest of employees, the County and the customers we serve. Therefore, the parties agree that employees are required to follow their chain of command (beginning at the lowest level supervisor/manager as appropriate) to resolve operational issues that arise and to make recommendations regarding such operations/services issues.

There shall be quarterly Union/Management meetings, at the request of the Union or the department to discuss issues that were not resolved through the normal chain of command and/or to make recommendations regarding operations/service issues between the Union representative, stewards and/or officers and the department head or his/her designee. If necessary, these meeting may increase in frequency at the request of either the Union or the Department, if mutually agreed upon by both parties. This article shall not be grievable or appealable. However, any operational/service issues arising out of these meetings that are otherwise grievable may be pursued consistent with the Employee Grievance Resolution Procedure. Concerns regarding the administration of this article may be raised with the Director of Personnel Services.

ARTICLE 28 -- ADMINISTRATIVE TIME OFF

It is agreed that employees shall continue to be covered by Salary Resolution Section 812.2, Administrative Time Off, which is reproduced below for informational purposes.

Notwithstanding provisions of this section, a department head may in his or her sole discretion on a case-by-case basis reward extraordinary hours of service by an employee not entitled to overtime compensation by allowing administrative time off in an amount deemed fair by the department head. The granting of administrative time off may, at the option of the department head, be recorded on time cards but it shall not accumulate or be earned as a matter of right. It is not intended as hour-for-hour compensation for extra hours of service, but rather is a departmental prerogative permitting limited recognition of extra hours. The granting or failure to grant administrative time off is not subject to review by the Civil Service Commission or as a grievance.

ARTICLE 29 -- EDUCATION

1. With advance notice from the employee and approval by the Public Defender, employees in this bargaining unit who are required to attend Minimum Continuing Legal Education (M.C.L.E.) courses (excluding self-study) shall be given County paid time off from their regular work schedule for said attendance.
2. The Public Defender will make available course materials that are currently provided by the California Public Defender's Association to the Public Defender's Office for the completion of self-study.
3. An advisory committee consisting of one (1) attorney member of the Union and one (1) representative of management from the Public Defender's Office, shall meet to identify and recommend to the Public Defender alternative methods of meeting the M.C.L.E. requirements, including in-house M.C.L.E. accredited courses. The Public Defender will determine if any of these recommendations can be implemented.
4. The Public Defender may reimburse each employee's required M.C.L.E. registration fees for up to four (4) courses per year, not to exceed \$50 per course, when the department has the ability to pay. The Public Defender has the sole discretion to determine when the department has the ability to pay and to grant the reimbursement.
5. In accordance with County rules, codes, and administrative procedures, prior department approval is required for job related training occurring during normal working hours. Release time may be limited to the actual number of training hours on an hour-for-hour basis. Paid travel time to training may be authorized within the discretion of the Public Defender. In addition, other job related training may be reimbursed up to \$50 per course within the four (4) course maximum as specified in number 4 above, solely at the discretion of the Public Defender.

ARTICLE 30 -- EMPLOYEE BENEFITS

The parties agree that employees covered by this MOU shall have made available to them the same holidays, vacation, sick leave, health insurance, life insurance, dental insurance, Bereavement Leave, unemployment insurance, disability insurance, mileage reimbursement, and miscellaneous member retirement as are generally provided to the majority of other bargaining units.

ARTICLE 31 -- INTRADEPARTMENTAL TRANSFERS

Except in emergency situations, intradepartmental transfers will not be made without reasonable notice. Employees shall have the right to submit a grievance under the County's grievance procedure when it is alleged that a transfer is being implemented for punitive reasons.

ARTICLE 32 -- SPECIAL SALARY UPGRADING

Special Salary Upgrades shall be governed by the Fresno County Salary Resolution, Section 413.9, with the exception that Special Salary Upgrading shall start no later than the beginning of the second pay period.

ARTICLE 33 -- NEW WORKSITES

Upon request of the Union and by mutual agreement of the parties, the County and Union shall meet to discuss major proposed worksites.

ARTICLE 34 -- ANNUAL LEAVE MANDATORY USAGE - EMPLOYEES ON UNPAID LEAVES

It remains the policy of the County that employees be permitted to take Annual Leave for vacation purposes to the maximum extent consistent with operational needs.

Minimum usage of Annual Leave hours for employees on approved leave of absence shall be as follows:

Those employees who have been on approved leave of absence from 0 to 4 full pay periods duration during the payroll year shall also be required to use the requisite 120 hours of Annual Leave for vacation, illness or other purposes during the payroll year. Employees who have been on an approved leave of absence from 5 to 9 full pay periods duration during the payroll year shall be required to use a minimum of 80 hours of Annual Leave. Employees who have been on an approved leave of absence from 10 to 12 full pay periods duration during the payroll year shall be required to use a minimum of 60 hours of Annual Leave. Employees who have been on an approved leave of absence longer than 12 full pay periods duration during the payroll year are not required to use Annual Leave hours.

ARTICLE 35 -- BAR DUES

For those employees hired on or before February 6, 1990, the County agrees to permit the payment of their California State Bar Dues through a salary reduction process.

The County will pay directly to the State of California a dollar amount equivalent to bargaining unit employees bar dues and will recover this dollar amount from employees by reducing their gross biweekly salary in the amount that would be necessary to recover these funds over 26 pay periods. It is understood and agreed that future increases in State Bar Dues will be borne by the unit employees, unless otherwise agreed to by the parties.

In the instance where employees have already paid their California State Bar Dues, the County will, upon request, reimburse these employees for this payment and will recover these funds as described upon.

ARTICLE 36 -- BILINGUAL SKILL PAY

The parties have met and conferred regarding the County's Bilingual Skill Pay administrative procedures and certification/testing process, and agree to the following:

1. Pay Provisions

Bilingual Skill Pay will be a maximum of \$23.08 per pay period (approximately \$50.00 per month).

Effective October 23, 2006 Bilingual Skill Pay will increase from a maximum of \$23.08 per pay period to \$50.00 per pay period (approximately \$108.00 per month).

Bilingual Pay will not be paid during periods of time off (e.g., Annual, Vacation or Sick Leave, etc.); it shall be prorated on an hourly basis.

Employees will be paid a maximum of \$23.08 (Maximum of \$50.00 effective October 23, 2006) per pay period regardless of the number of languages they are certified for.

2. Position Designation/Eligibility

An employee may be eligible to receive Bilingual Skill Pay after being certified by the Department of Personnel Services and when occupying a permanently allocated position that is designated, by the Department Head or designee, to utilize a bilingual skill(s). Furthermore, the need for the bilingual skill(s) must be identified as crucial due to the nature of services provided. "Crucial due to the nature of services provided" shall be defined as any amount of time deemed necessary by the department in order to meet the needs of the public such as:

A direct public contact position; An institutional or healthcare setting dealing with inmates or patients; or

A position needed to perform interpretation, translation or specialized activities for the department and its clients.

In addition, the position must also be authorized by the County Administrative Officer, or his/her designee, for Bilingual Skill Pay.

Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

3. Bilingual Proficiency Examinations and Certification Process

Bilingual proficiency examinations and certification will be administered by the Department of Personnel Services.

Bilingual proficiency exams will be conducted using an oral board panel consisting of a minimum of two (2) persons. Panel members may be County or non-County employees and/or members of the community. Panel members shall not be in the same bargaining unit as the examinee. The Department of Personnel Services shall make a reasonable attempt to utilize panel members not in the same department as the examinee.

Departments may submit, to the Department of Personnel Services, languages identified for testing upon meeting the criteria in Section 2 above. After initial implementation of the exam and certification process, periodic bilingual proficiency exams will be scheduled.

Employees may submit Bilingual Certification Applications to be scheduled for bilingual proficiency exams directly to the Department of Personnel Services, Employment Services Division. Application deadlines shall not be appealable or grievable.

Upon passing a bilingual proficiency exam, the employee shall be certified in that language(s) and will not be required to retest unless they have a break in County employment.

Employees that have been certified as bilingual proficient by the Department of Personnel Services shall not be eligible to receive Bilingual Skill Pay unless the requirements of Section C above are met.

This shall also apply to those employees that have successfully passed a bilingual proficiency exam administered by their department as a condition of employment. For an employee to qualify for a testing waiver and be certified, authorized department representatives shall submit to the Department of Personnel Services, an employee's name, language(s) tested, and any other information necessary for efficient administration of the program. These employees shall not be required to retest through the bilingual proficiency exam process established with this agreement, but shall be considered as already certified.

4. Appeal Process

1st examination failure – employee may request to be re-tested by a new panel. The employee must submit a written request to the Department of Personnel Services within 10 working days of the date of the notification of failure. Personnel Services will have 30 working days, or longer if mutually agreed, to schedule a re-test.

Subsequent examination failure – upon an employee's second failure, the employee must wait until the next regularly scheduled examination period to apply for a bilingual proficiency exam.

ARTICLE 37 – BENCHMARK CLASSIFICATION SALARY SURVEY

The County agrees to conduct a 13 County (listed below) Salary Survey of all benchmark experienced level classifications represented by SEIU – Local 535, excluding bargaining Unit 36, Supervisory classifications. The survey shall also include the City of Fresno and the State of California. (With respect to Unit 36, the County will include those supervisory classifications whose benchmark classifications are not represented by SEIU – Local 535.)

The parties agree to meet and confer over equity adjustments upon completion of the Survey but no later than March 31, 2008. The parties further agree to meet and confer on an individual bargaining unit basis (no coalition bargaining). Any salary equity adjustments agreed to would become effective with the 2008/2009 Fiscal Year. In no event shall any equity adjustments agreed to become effective retroactively.

The parties agree to meet just prior to the commencement of the survey to discuss methodology, specific concerns and perspectives.

The following 13 Counties shall be included in the Salary Survey:

- Contra Costa *
- Kern *
- Kings
- Madera
- Merced
- Riverside *
- Sacramento *
- San Joaquin *
- San Mateo *
- Santa Barbara *
- Stanislaus
- Tulare
- Ventura *

* Traditional Eight (8) County survey.

ARTICLE 38 -- EMPLOYEE ORIENTATION

The County agrees to allow Union Representatives fifteen (15) minutes at each of these meetings to orient employees with information pertaining to the Union. In addition, any time necessary will be allowed for questions and answers. It shall be the responsibility of the authorized Union Representative to conduct such orientation.

ARTICLE 39 -- FLEX BENEFITS/HEALTH PLAN PREMIUMS

In an effort to maximize the benefit of IRS Code Section – 125, Flexible Spending Plan, it is mutually agreed by both parties that effective with the 1991 Flex Plan year beginning December 10, 1990, each employee paying for health insurance benefits will automatically become a participant in the Plan. Such health insurance premiums will be excluded from gross income as provided under Section 105 and 106 of the Internal Revenue Service Code.

The parties further agree to the following:

1. Prior to the beginning of the 1991 plan year and prior to the beginning of each succeeding plan year (designated 30-day annual open-enrollment period) each employee paying for health insurance benefits will receive an enrollment form. Those employees electing not to participate will be required to submit a completed form to Personnel no later than the designated deadline of the open-enrollment period; otherwise they will automatically be enrolled in the plan.

2. Each eligible new hire will automatically become a participant in the Plan on the date coinciding with the effective date of their insurance unless the employee has submitted to Employee Benefits, prior to the effective date, a completed declination form.
3. Each employee will remain a participant until the earlier of termination from employment, termination of the Plan, Qualified Status Change, or an election made by the employee prior to the beginning of a plan year not to participate in the Plan.
4. An election by an employee not to participate in the health insurance benefit option does not disqualify them from electing to participate in the remaining benefit options of the Flex Plan nor in electing to participate in subsequent plan years.
5. Employees participating in the health premium benefit option may not voluntarily elect during the plan year, to drop all or part of their coverage unless the termination of coverage is due to a qualified status change and such termination of coverage is consistent with the change. When premium changes do occur, a corresponding change will occur in the Flex Plan amount.
6. The County agrees that participation in this program will not negatively impact on employee's County retirement plan.
7. The County agrees to continue to pay the enrollment and administrative fees.

ARTICLE 40 -- 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 41 -- 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 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.

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 42-- EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

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.

General

This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution. 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.

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 upon the mutual agreement of all parties concerned. However, a one-time only ten (10) day waiver shall be granted at the request of the employee or his/her representative at any step in the grievance resolution process. Any subsequent requests for waivers must be mutually agreed upon. If there is no mutual agreement to extend a time line, and the stated time has elapsed, then the grievance shall automatically proceed to the next step. There shall be no automatic rulings or abandonment of the grievance. 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 discussed as early in the procedure as possible. Such matters shall not stop the processing of the grievance consistent with this procedure. If the procedural matters are not resolved prior to Step 3, the Grievance Committee shall hear any procedural matters.

Standard Grievance Forms shall be available to employees through the individual departments, the Labor Relations Division, and SEIU – Local 535. The Form shall include, in addition to the standard sections, a check-off box identifying the grievance as a Group Grievance.

Informal Resolution (Employee Option)

When an employee becomes aware that a problem exists, the employee is encouraged to discuss the matter by following their normal department chain of command. However, the employee may proceed to Step 1 without following the Informal Resolution process.

An employee has fifteen (15) working days from the date that a problem occurs or is discovered to pursue both the Informal Resolution process and file a grievance at Step 1. If the problem is not resolved within this time frame, the employee is encouraged to proceed to Step 1.

Step 1 – Department Liaison Review

The intent of Step 1 is to identify why the employee feels there is a grievance and facilitate communication and resolution. The goal is to clearly identify issues and areas of agreement/disagreement and to have the parties present whatever available information/documentation necessary to fully attempt to resolve the grievance. Therefore, further clarification of the problem may be necessary and a clear and concise statement of the issue shall be developed.

Within fifteen (15) working days of the date that a problem occurs or is discovered, the employee or their representative shall submit to the designated department liaison (see attached list) a clear and concise statement of the grievance and desired resolution in writing on the appropriate grievance form signed by the employee(s). A Group Grievance shall be signed by a minimum of two (2) employees affected by the grievance. The employee or their representative shall also send a copy of the grievance form to the Labor Relations Division.

The department liaison has five (5) working days to get back to the employee or their representative with a response. A conference, if needed, will be held within ten (10) working days of the response from the department liaison or when mutually agreed upon. All processing of the grievance at Step 1, including a written decision from the department liaison, shall be completed within this fifteen (15) working day period, unless mutually waived. The process that may be followed at Step 1 is dependent on the nature of the grievance and may include, but is not limited to, the following: referring the grievance to Step 2 if the grievance is outside of department head's authority, as determined by the department liaison in consultation with Labor Relations Division staff; setting up a conference/meeting with involved parties to discuss the grievance, including Labor Relations staff if necessary; referral of the employee or their representative to another department manager/supervisor.

If not resolved at Step 1, the grievance goes automatically to Step 2 - Labor Relations Review. If Labor Relations has been involved at Step 1, the grievance goes automatically to Mediation. The department liaison shall write a decision to the grievance on the original grievance form and will send the form to the employee or their representative (as indicated on the grievance form). The department liaison shall also send a copy of the form to the Labor Relations

Division. The written decision shall include a clear and concise statement including the reason(s) for the decision.

Step 2 - Labor Relations Review

Grievances unresolved at Step 1, involving matters outside the department head's authority, or involving employees working in separate departments shall be submitted to the Labor Relations Division for resolution. If the grievance has been reviewed at Step 1, Labor Relations will attempt to mediate the grievance. If it has been referred directly to the Labor Relations Division without having gone through Step 1, Labor Relations will hear the matter, write a response to the grievance on the grievance form, and send the form to the employee or their representative (as indicated on the grievance form). In the latter instance, the intent, consistent with Step 1, is to identify issues and areas of agreement/disagreement and to have the parties present whatever available information/documentation necessary to fully attempt to resolve the grievance. Therefore, further clarification of the problem may be necessary and a clear statement of the issue shall be developed.

All processing of the grievance at Step 2 shall be completed within fifteen (15) working days of the department liaison's written decision, unless mutually waived.

Mediation

Grievances unresolved at Step 2 or at Step 1 if Labor Relations has been involved, shall be submitted to Mediation. 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 3 is pursued. The parties shall not divulge in any form the offers made in mediation.

Step 3 - Grievance Committee Review

If a grievance is not resolved through mediation, the Union shall contact State Mediation and Conciliation Services within fifteen (15) working days following mediation, to obtain a list of persons willing to serve as Grievance Committee chairperson, with a copy to the Labor Relations Division. The Grievance Committee shall meet to hear the grievance at the earliest possible date.

A pre-hearing conference with the Grievance Committee 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); stipulate to uncontested facts and documents; to review the process and conduct of the hearing; and to identify any potential problems.

During the hearing, the Committee shall first hear any procedural matters (e.g., timeliness, jurisdiction, or grievability) which may be raised by either party. In addition, the Committee shall decide whether the decision will be precedent setting, and to whom it would apply within the bargaining unit. The Committee shall state in writing its factual findings and reasons for its decision within thirty (30) calendar days of the hearing.

The responsibilities of the chairperson shall include, in addition to normal and customary duties, the following:

1. Writing findings, decision, and dissenting opinion.
2. Obtaining the signatures of the Committee members.
3. Preparing five (5) originals of the decision and distributing to the employee and their representative, department head, Labor Relations and State Mediation and Conciliation Services.

The chairperson will be compensated at the rate of One Thousand - Five Hundred Dollars (\$1,500) for chairing the hearing, which shall be borne equally by the employee or their representative and the County.

Implementation

If the decision of the Grievance Committee can be implemented by the Department Head without Board of Supervisors' action, the recommendation shall be implemented by the Department Head. If the decision of the Grievance Committee cannot be implemented by the Department Head but requires Board of Supervisor's action, the recommendation will be submitted for consideration by the Board of Supervisors at their next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding.

Appeals

If the decision of the Grievance Committee can be implemented by the Department Head and without Board of Supervisors' action, the County or the employee may seek relief in a court of law. A party desiring to reserve the right to appeal the Grievance Committee'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 Committee shall be on the record of the Grievance Committee's hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within thirty (30) calendar days after the Grievance Committee's decision.

Definitions

Chain of Command - This is the normal chain of supervision in a department for addressing/resolving operational concerns/problems. This normally would begin with the first-line supervisor through the Department Head/Administration.

Department Head - The administrative head or acting head of the department involved, or a designated representative.

Department Liaison - Individual identified within a department to coordinate the grievance resolution process at Step 1. See attached list. The Labor Relations Division is responsible for updating the list on an annual basis/as needed. Each department shall keep the Labor Relations Division apprised of any changes of the designated department liaison.

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 grievance is 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 an action subject to the jurisdiction of the Civil Service Commission or any other matters which are otherwise reviewable pursuant to another administrative remedy.

Grievance Committee - This committee shall be composed of the following three (3) members:

1. The grievant shall select one (1) member who shall serve voluntarily without compensation, unless that member is a County employee. In that case, the employee shall receive normal compensation when serving during regular working hours. No overtime shall be paid when part or all of the process occurs outside regular working hours. This member shall not be a party of interest (i.e., same department and/or same job classification) to the grievance.
2. The County representative, who shall not be an employee of the same department as the grievant.
3. An individual selected by the employee or their representative and Labor Relations from a panel of five (5) candidates submitted by the California Department of Industrial Relations State Mediation and Conciliation Service. Said member so selected shall serve as Chairperson.

Group Grievance - A common grievance involving two (2) or more employees.

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

Representative - The person identified by the employee on the Grievance Form to appear along with the employee in the presentation of a grievance, beginning at the Step 1 level.

Work Day - The time period for grievance purposes begins on the first day following the day the grievance is filed or submitted to the next step. The work day to be utilized will be the employee's work day if the burden is on the employee to respond, or will be the supervisor manager/department liaison's/Labor Relations staff work day if the burden is on them to respond.

For informational purposes only, a copy of the Employee Grievance Resolution Form is attached to this MOU as an Addendum.

ARTICLE 43 -- SETTLEMENT AGREEMENT

Notwithstanding the County's position that striking employees were engaged in unprotected activity, the County agrees to treat striking employees as if they were engaging in protected activity within the meaning of M.M.B.A.

In addition, Local 535 and the County agree to dismiss any and all proceedings, including administrative as well as court matters, presently filed and to waive and release any claims each may have against each other or the agents, officers, employees, members, or representatives of the other arising directly or indirectly out of the strike.

ARTICLE 44 -- 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, as identified on the attached addendum, provided space can be made available without interfering with County business and meetings are held outside affected employees' regularly scheduled working hours.

ARTICLE 45 -- EMPLOYMENT PROTECTION SYSTEM

Formal Discipline:

Effective upon Board of Supervisors adoption, the Fresno County (hereinafter "County") Employment Protection System (hereinafter "EPS") shall govern all formal disciplinary actions for cause imposed by the Public Defender's Office on any Defense Attorney. Other than as provided herein, the County shall not impose any disciplinary action that adversely affects the pay of any Defense Attorney. Nothing in EPS shall be construed to provide, either explicitly or implicitly, a civil cause of action for breach of contract either express or implied arising out of a termination of employment.

Disciplinary actions shall only be imposed for cause. Consistent with this policy, certain levels of discipline shall be deemed informal and shall be exempt from review by any outside hearing officer(s) and certain levels of discipline shall be deemed formal and shall be subject to the review provided in this policy. Employee Performance Evaluations, Counseling Memos, and Oral and Written Reprimands shall not be considered formal disciplinary actions. Employees receiving one of these documents shall have the right to submit a written response to the County, which will be included in the employee's personnel file, but shall have no other rights or remedies under this policy.

Formal disciplinary action is defined as disciplinary suspensions, administrative salary reductions, disciplinary demotions and disciplinary dismissals.

Grounds for disciplinary action include, but are not limited to, incompetency, inefficiency, insubordination, neglect of duty, absence without leave, dishonesty, fraud in securing employment, discourteous treatment of the public or other employees, drinking alcoholic beverages on the job, or reporting to work while under the influence of alcohol or intoxicants, addiction to narcotics or other habit forming drugs, conviction of a felony or misdemeanor involving moral turpitude, failure to pay just debts as reflected by multiple or repeated salary executions, court judgements, and/or repeated contacts by creditors during working hours, willful violation of any County code or lawful departmental or County regulation or order, improper political activity as specified in the County Ordinance Code, any conduct which bears some rational relationship to the employment and is of a character that can reasonably result in the impairment or disruption of County service, abuse of sick leave, and loss of license to practice law in the State of California.

Should an individual lose their license to practice law in the State of California, they shall be suspended immediately without pay pending termination or reinstatement of license to practice law.

Notwithstanding any other provision of EPS, if there is good cause to believe that a County employee may have engaged in such conduct which if true would warrant formal disciplinary actions, and which the Public Defender has determined imminently threatens to disrupt County service either because of the nature of the alleged conduct itself or because of its anticipated affect on others in the County or on County service, the Public Defender may immediately place the employee on administrative leave with pay pending further investigation. In such event the Public Defender shall comply with the Notice and Order provisions of EPS as soon as practicable. During such time from the commencement of administrative leave with pay pending investigation until actual service of an Order for Disciplinary Action, the employee shall receive the full salary and employment benefits to which they may be entitled. In the event no formal disciplinary action is ultimately imposed, any documents pertaining to the incident that lead to administrative leave shall be removed from the employee's personnel file.

Prior to the effective date of any formal disciplinary action as provided herein, a written Notice of Intended Order for Disciplinary Action shall be served on the employee. Such Notice shall include an unsigned copy of the proposed Order for Disciplinary Action and copies of applicable documents, materials or other evidence supporting the allegations pertaining to the employee. The Notice shall inform the employee of the specific type of disciplinary action proposed. The Notice shall inform the employee of the right to deny the allegations or provide a written or oral response to the allegations to the Public Defender within ten (10) working days from the date of service of the Notice upon the employee. The Notice shall advise the employee that if he/she fails to reply to the Public Defender within the ten-day period, or that if the denial is deemed by the Public Defender to be insufficient excuse for the misconduct alleged in the proposed order, that formal disciplinary action will be imposed. Unless the Public Defender has placed the employee on administrative leave with pay pending further investigation, the employee will continue on duty with pay during such time between the service of the Notice for Intended Disciplinary Action and until such time as the final Order for Disciplinary Action and until such time as the final Order for Disciplinary Action is signed and served upon the employee, at which time the disciplinary action will become effective.

Any employee facing formal disciplinary action shall have the right to be represented, at his/her own cost, by attorney, labor representative or other person selected by the employee.

Any employee who contests a formal disciplinary action as defined in EPS shall have the right to a lawful evidentiary due process review hearing before an impartial hearing officer. Within fifteen (15) working days of the service of the final Order for Disciplinary Action, the employee may submit a written request to Fresno County, Department of Personnel Services, for a review hearing. If the employee fails to request a review hearing or file an answer, or fails to appear at the review hearing, the employee shall be deemed to have consented to the disciplinary action and the disciplinary order shall become final.

The hearing officer shall be selected from a list of least seven (7) qualified individuals referred to the California State Mediation and Conciliation Service within thirty (30) days of the effective date of disciplinary action. The employee's formal written answer to the charges denying the allegations the employee does not believe to be true and stating the basis for the denial or explanation of the employee's alleged conduct shall be presented to the County and hearing officer no later than ten (10) working days after selection of the hearing officer. Unless the County and the employee mutually agrees upon an impartial hearing officer, each party shall have the right to strike one or more individuals from the recommended list until only one name is remaining. The County shall be responsible for payment of the costs of the hearing, including the fees of the hearing officer, court reporter, and related expenses.

Reasonable efforts shall be made so that the hearing can be conducted within forty-five (45) days of selection of the hearing officer, unless the parties otherwise mutually agree to a later date. Once a date for the hearing has been determined, the hearing date may only be continued upon a determination of good reason by the hearing officer.

The hearing shall result in an appropriate record with a written report issued by the hearing officer containing findings of fact and conclusions that reference the evidence presented at the hearing. The employee shall have the right to be represented by legal counsel or any other person selected by the employee, at the employee's own expense. The County shall provide, at its expense, a court reporter for the hearing. The hearing officer shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents and other evidence as provided in California Code of Civil Procedure 1282.6.

At any hearing conducted pursuant to EPS, the County and the employee shall have the right to present, examine and rebut evidence, to call and cross-examine any witness on any matter relevant to the issues even though that matter was not covered in the direct examination; and to impeach any witness regardless of which party first called that witness. The hearing need not be conducted according to technical or legal rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the kind of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and unduly repetitious evidence shall be excluded. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized. The failure of an employee to appear either in

person or through counsel or other representative at the hearing shall be deemed withdrawal of the employee's appeal of the disciplinary action and consent to the disciplinary action, unless good cause for not appearing has been presented to the hearing officer.

The hearing officer shall issue a report and recommendation within thirty (30) calendar days after the conclusion of the hearing and submission of any supplemental evidence, briefs, arguments or other materials the hearing officer may request from the parties. The report shall be limited to the issue of whether or not cause exists for the discipline imposed. The report and recommendation will either affirm, modify or reject the order of the Public Defender. If the hearing officer agrees with the County's disciplinary decision, the County shall furnish a certified copy of the record of the proceedings before the hearing officer to the employee at the employee's request and expense. If the hearing officer rejects the discipline imposed by the Public Defender, the hearing officer may recommend the restoration of salary and benefits to the employee in such amount and to such extent as is necessary to return to the employer all salary and benefits due for such period of time as the disciplinary action was in effect. The hearing officer may also recommend the restoration by the employee of any termination benefits conferred during such time as the disciplinary action was in effect. If the hearing officer modifies the discipline imposed by the Public Defender, the hearing officer may recommend the restoration of salary and benefits to the employee in such amount and to such extent as is necessary to return to the employee the amount of lost salary and benefits due for such period of time that are inconsistent with the discipline recommended by the hearing officer.

If either party disagrees with the hearing officer's final decision, as provided by Government Code Section 71655, the employee may file a writ of administrative mandamus pursuant to Code of Civil Procedure Section 1094.5 in the appropriate court within ninety (90) days of the final decision. Such review by that court shall be based on the entire record. In reviewing the decision of the hearing officer, the reviewing court shall be bound by the hearing officer's material factual findings that are supported by substantial evidence

In cases of salary and benefit restoration, the amount shall be reduced by any amount that the employee has earned from any other employment, collected from unemployment insurance, or with reasonable diligence might have earned from other comparable or substantially similar employment.

Termination of Employment Due to Layoffs:

Layoffs for organizational necessity and subsequent reinstatement shall be based on seniority-only provisions of Personnel Rule 12.

ARTICLE 46 -- EMPLOYEE PERFORMANCE EVALUATIONS

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, and

may provide the employee with a written response. Both the employee's written comments and the reviewer's written response (If a response by the reviewer was provided) 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 47 -- EMPLOYEE ASSISTANCE PROGRAM

The County and SEIU – Local 535 agree that within 30 days of the adoption of the MOU, representatives of the County and SEIU – Local 535 agree to meet to discuss Fresno County's Employee Assistance Program.

ARTICLE 48 -- WEINGARTEN RIGHTS

The County and SEIU 535 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 535 and the County to mutually agree on the form.

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

ARTICLE 49 -- APPLICATIONS & FORMS

Fresno County applications and forms related to employment opportunities will be made available through the County Intranet System. Employees may submit application materials to the Department of Personnel Services via the Fresno County e-mail system. The employee will be allowed to show e-mail documentation that the application materials were sent by the final filing date and time.

This Article does not apply to internal, departmental suspension of competition recruitments, which will be conducted pursuant to Personnel Rule 4310.6.

This Article shall not be grievable.

ARTICLE 50 -- ANNUAL LEAVE II

All existing employees covered by this MOU currently in the Vacation and Sick Leave Plan (established December 14, 1998) shall have any existing balances converted to the Annual Leave II Plan.

All existing employees covered by this MOU currently in the Vacation and Sick Leave Plan (established December 14, 1998) and the Annual Leave II Plan shall be subject to the provisions of Salary Resolution Section 600 Annual Leave II with the following exceptions:

1. Employees will be allowed to accrue Annual Leave II to a maximum of 550 hours. There shall be no accrual of Annual Leave II beyond 550 hours. (Effective October 20, 2008, employees will be allowed to accrue Annual Leave II to a maximum of 600 hours. There shall be no accrual of Annual Leave II beyond 600 hours.)
2. At the point of conversion, employees with Annual Leave II or combined Vacation and Sick Leave hours in excess of 120.00 hours will have the option to designate those hours in excess of 120.00 to be transferred to the Time Off Bank (TOB) upon implementation of this article. This designation will be a one-time only election and will be irrevocable upon execution. TOB hours will have no cash value, but may be used at anytime for either vacation or sick leave purposes.
3. Upon termination of County employment, any remaining TOB will be converted to retirement service credit.
4. Annual Leave II hours will be paid at 100% of the current hourly rate upon separation.
5. Salary Resolution Section 610.7 is no longer available for employees covered by this MOU (including employees currently in the New Annual Leave Plan).
6. All applicable sections of the Salary Resolution and MOUs will be modified to delete the Vacation and Sick Leave Program references and any other sections determined to no longer be applicable.
7. All employees hired after the conversion will be eligible for the Annual Leave II plan.
8. This conversion requires modifications to existing computer programs of the County, therefore, the conversion shall not become effective until the beginning of the payroll period following the completion of such modifications.
9. Upon ratification of the Memorandum of Understanding by both parties, SEIU Local 535 shall cause that certain lawsuit known as ANN BENNETT; GERALD A. GALLAGHER; THOMAS GATTIE; DOLORES MEDINA; SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 535, AFL-CIO, FRESNO DEPUTY SHERIFF'S ASSOCIATION, Plaintiffs and Petitioners, v. COUNTY OF FRESNO; BOARD OF SUPERVISORS, COUNTY OF FRESNO; GARY PETERSON, AUDITOR/CONTROLLER, COUNTY OF FRESNO; SUPERIOR COURT, COUNTY OF FRESNO, Defendants and Respondents, Fresno County Superior Court Case No. 01 CE CG 01042, to be dismissed with prejudice in its entirety as to plaintiff Service Employees International Union, Local 535, AFL-CIO.

ARTICLE 51 -- CHILD CARE FACILITY

The County agrees to continue exploring the possibility of creating a child care facility for use by County employees.

ARTICLE 52 -- HEPATITIS VACCINATIONS

The County Health Officer shall review the classifications covered by this MOU and make recommendations as to the benefit of having hepatitis vaccinations provided to employees within designated classifications.

This review and recommendation shall be completed within 6 months from the approval of this MOU. A copy of the recommendation will be provided to SEIU – Local 535.

ARTICLE 53 -- MEET & CONFER REQUIREMENTS

California Government Code Section 3500 (The Meyers-Millias-Brown Act), is attached as an addendum to this MOU

ARTICLE 54 -- 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 55 -- USE OF COUNTY MAIL SYSTEM

SEIU – Local 535 may request that informational material be distributed to employees covered by this MOU via the County Inter-Office Mail system. All such requests must be submitted two weeks in advance of the proposed distribution date to the Personnel Services Manager – Labor Relations in writing with the informational material attached. If the Personnel Services Manager – Labor Relations authorizes the distribution of the information via the County Inter-Office Mail system, the Union will be notified and required to provide the appropriate number of copies, in addressed envelopes to the County Reprographics Manager for distribution.

ARTICLE 56--NOTICE OF PROMOTIONAL OPPORTUNITIES

Employees who have authorized access to the Fresno County e-mail system will be sent bi-weekly updates regarding pending promotional opportunities from the Department of Personnel Services. The opportunities will be limited to open, departmental promotional and general promotional recruitments. All departmental internal suspension of competition recruitments will continue to be conducted pursuant to Personnel Rule 4310.6.

ARTICLE 57-- AB-2023/SAFETY RETIREMENT

SEIU 535 and the County of Fresno agree to meet with all parties involved to analyze and try to jointly develop a position on this bill. No parties give up any rights by agreeing to this process.

ARTICLE 58 -- FLEXIBLE WORK WEEK SCHEDULES

At the request of either the County or the Union, the parties agree to meet and confer on flexible workweek arrangements. No new flexible workweeks or changes in existing workweeks will be implemented without mutual agreement between the Labor Relations Division and the Union.

ARTICLE 59 -- TWO-TIER RETIREMENT – VOLUNTARY (SUNSETS JUNE 17, 2007)

Effective July 1, 2005, the County of Fresno and SEIU – Local 535 agree to extend to employees in classifications covered by this MOU the voluntary option of utilizing a lower retirement tier.

The lower retirement tier, if selected by the employee, shall be as follows:

1. General Members – 2% at 55 years of age. (GC 31676.16)
2. The parties agree that the above alternative option shall sunset with the end of Fresno County Fiscal Year 2008-2009.
3. The parties agree that the Retirement Association shall provide retirement rate and retirement benefit information to employees considering opting into a lower retirement tier. This information shall be on the form the employee signs to opt into a lower retirement benefit tier.

ARTICLE 60 -- TWO-TIER RETIREMENT – MANDATORY (EFFECTIVE JUNE 18, 2007)

Effective Fiscal Year 2007-2008, any employee hired into a permanent general/miscellaneous position represented by SEIU – Local 535 shall be enrolled mandatorily under the following 1937 Act retirement plan section:

General/Miscellaneous Employees – GC Section 31676.15

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

Any employee occupying a permanent position, who promotes, demotes or transfers into a permanent position, shall continue under the retirement plan section (e.g., Tier I, Tier II, etc.) which they were enrolled in immediately prior to their promotion, demotion or transfer.

Any employee who has deferred their retirement, pursuant to provisions of the 1937 Act, and subsequently reactivates participation in the retirement plan shall be given the option to continue under the retirement plan section (e.g., Tier I, Tier II, etc.) that they were enrolled in prior to deferral.

Effective Fiscal Year 2007/2008, any employee who opted to change their retirement benefit from Tier I (2.5% @ age 55) to Section 31676.16 of the 1937 Act, shall be enrolled into Section 31676.15 of the 1937 Act.

ARTICLE 61 -- MOU REOPENERS

The County of Fresno and SEIU – Local 535 agree to meet and confer, by bargaining unit, over the following non-economic issues:

1. Contracting Out – Both parties agree to develop factors the Board of Supervisors has to consider prior to contracting out.
2. Employee Evaluations – The parties agree to meet with department heads regarding administration of current MOU performance evaluation language and reopen on this issue in December of 2006.
3. Shop Stewards Workload – The parties agree to reopen on this issue in December of 2006.

In addition, the parties agree that this Unit shall be allowed one (1) non-economic reopener effective in December of 2006.

The parties agree that this Unit will be allowed two (2) non-economic MOU reopeners effective in October 2009. The County agrees to allow the Unit to share these two (2) MOU reopeners that are effective October 2009 with other SEIU-Local 535 bargaining units.

ARTICLE 62 -- TERM AND SALARY ADJUSTMENT

Term

October 25, 2004 through October 30, 2011.

Salary Adjustment

2.50%	Effective December 20, 2004.
2.75%	Effective December 19, 2005.
3.50%	Effective December 18, 2006.
2.00%	Effective July 2, 2007.
3.50%	Effective December 17, 2007.
3.00%	Effective December 15, 2008.
3.00%	Effective December 14, 2009.
3.00%	Effective December 13, 2010.

ARTICLE 63 – SIXTH STEP ADDED

Effective June 18, 2007, one (1) additional salary range step (Step 6) shall be added to all classifications. Salary Resolution Section 411 shall continue to govern advancement to Step 6, with the exception that any incumbent employee advanced to Step 6 shall maintain their anniversary date.

COUNTY OF FRESNO

FRESNO COUNTY
PUBLIC DEFENDERS ASSOCIATION

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

Date: _____

Date: _____

ADDENDUM NO. 1
 TO MEMORANDUM OF UNDERSTANDING
 FOR PUBLIC DEFENDERS ASSOCIATION - UNIT 31
 (MOU Term: October 25, 2004 through October 30, 2011)

SALARIES

RECOMMENDED SALARY RANGES AND EFFECTIVE DATES

<u>Classifications</u>	<u>Current Range</u>	<u>Effective 12/20/04</u>	<u>Effective 12/19/05</u>	<u>Effective 12/18/06</u>	<u>Effective 7/2/07</u>	<u>Effective 12/17/07</u>	<u>Effective 12/15/08</u>	<u>Effective 12/14/09</u>	<u>Effective 12/13/10</u>
Defense Attorney I	1561	1600	1644	1702	1736	1797	1851	1907	1964
Defense Attorney II	1996	2046	2102	2176	2220	2298	2367	2438	2511
Defense Attorney III	2397	2457	2525	2613	2665	2758	2841	2926	3014
Defense Attorney IV	2805	2875	2954	3057	3118	3227	3324	3424	3527
Senior Defense Attorney	3019	3094	3179	3290	3356	3473	3577	3684	3795

Effective 12/10/01, the parties agree to establish parity with the Deputy District Attorney classification series and maintain parity through the term of this MOU.

ADDENDUM NO. 2
TO MEMORANDUM OF UNDERSTANDING
FOR SEIU – LOCAL 535 – UNIT 31
(MOU Term: October 25, 2004 through October 30, 2011)

EMPLOYEE GRIEVANCE RESOLUTION FORM

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)

DESCRIPTION OF GRIEVANCE

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 should be attached.)

3. State as clearly and concisely as possible the specifics of your alleged grievance. Use

additional paper is necessary.

4. Was this problem discussed through the normal chain of command? (optional) Yes No

If yes, please identify person(s) you spoke with: _____

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

6. Name/phone number of representative, if any: _____

7. Should all communication be directed to your representative? Yes No

Employee Signature Print Name Date

Employee Signature Print Name Date

Note: A copy of this grievance form must be sent to the Labor Relations Division, Fresno County Plaza, 2220 Tulare Street, 14th Floor, Fresno, California, 93721 (Stop #188 through County Messenger Service – 488-3048)

STEP 1 – DEPARTMENT LIAISON REVIEW

1. Department liaison: _____

2. Date grievance submitted to department liaison: _____

3. Date of initial department liaison response: _____

4. Date of department liaison conference (if applicable): _____

5. Department liaison decision:

Department Liaison Signature

Date

NOTE: Department liaison must return original grievance form to the employee or their representative (if identified on this form) and send a copy to the Labor Relations Division – Stop #188 (488-3048)

STEP 2 – LABOR RELATIONS REVIEW

1. Date grievance form received by Labor Relations: _____
2. Labor Relations staff assigned to this grievance: _____
3. Date of Labor Relations Division conference (if necessary): _____
4. Labor Relations response:

Labor Relations Staff Signature

Date

NOTE: Labor Relations staff must return a copy of the grievance form to the employee or their representative (if identified on this form) and send a copy to department liaison.

MEDIATION

1. Name of State Mediator: _____

2. Date of Mediation Conference: _____

GRIEVANCE RESOLUTION – CHECK APPROPRIATE BOXES

- Grievance withdrawn – problem resolved at: Step 1 Step 2 Mediation
- Problem not resolved – request review by a grievance committee (Step 3)

Employee or Representative Signature

Date

Note: A copy of this grievance form must be forwarded to the Labor Relations Division, Fresno County Plaza, 2220 Tulare Street, 14th Floor, Fresno, California, 93721 (Stop #188 through County Messenger Service – 488-3048)

ADDENDUM NO. 10
TO MEMORANDUM OF UNDERSTANDING
FOR SEIU 535 UNIT-31
(MOU Term: October 25, 2004 through October 30, 2011)

AGENCY SHOP

1. AGENCY SHOP

Employees covered by this Memorandum of Understanding (MOU) shall, as a condition of continuing employment, become and remain members of Service Employees International Union – Local 535 (SEIU – Local 535) or shall pay to the Union a service fee in lieu of membership dues. Such dues or service fees are as set in accordance with the bylaws of the Union.

2. IMPLEMENTATION OF AGENCY SHOP FOR EMPLOYEES AS OF MARCH 7, 2003

The County has provided employees of the County as of March 10, 2003, who occupied a position subject to this MOU, a Notice of Agency Shop Provision Form advising the employee that an election has resulted in an agency shop arrangement requiring that all employees in positions subject to this MOU must either join the Union or pay a service fee in lieu of membership dues to the Union unless the employee claims a religious exemption as described in paragraph 4 below. It is agreed that such employees shall have until April 4, 2003 to fully execute the Notice of Agency Shop Provision Form and return it to the County. In the event any such employee fails to properly complete and return the Notice of Agency Shop Provision Form, the County shall deduct the service fee established by the Union for the pay period of April 7, 2003 (current dues paying members will remain as dues paying members).

3. IMPLEMENTATION OF AGENCY SHOP FOR EMPLOYEES HIRED INTO UNIT 31 AFTER MARCH 10, 2003

Any employee hired by the County in a position subject to this MOU shall be provided, by the County, with a Notice of Agency Shop Provision Form during their first pay period of employment (e.g., New Employee Orientation) advising the employee of the agency shop agreement with the Union and of the requirement that all employees subject to the MOU must either join the Union or pay a service fee in lieu of membership dues to the Union unless the employee claims a religious exemption as described in paragraph 4 below. The County shall automatically deduct the service fee established by the Union the first pay period following the date of hire, unless the employee has provided a dues deduction form electing membership in the Union, or the employee has provided verification of the religious exemption, as described in paragraph 4 below. If the employee has not properly

completed the authorization form of his/her choice and returned said form to the County within 30 days of the date of hire, the County shall continue to automatically deduct the service fee and thereafter until such time as the Notice of Agency Shop Provision Form is properly completed and returned to the County.

4. RELIGIOUS EXEMPTION

Any employee of the County subject to this MOU who wishes to request religious exemption, consistent with State and Federal law, must file such request with the Union. The employee will have a deduction from their pay of an amount, equal to the monthly fair share service fee, to be paid to a non-religious, non-labor charitable fund selected as described in the paragraph below. The Religious Exemption Form is available from the Union only.

For purposes of this section, charitable deduction means a contribution to any non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of the employee's choice.

5. FINANCIAL REPORT

SEIU – Local 535 shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Department of Personnel Services, Labor Relations Division once annually. Copies of such reports shall be available to employees subject to the agency shop requirement of this MOU at the Union Office.

6. PAYROLL DEDUCTIONS AND DUES/FEES REMITTANCE

The County shall deduct from the pay of each employee in a position subject to this MOU Union dues or an amount equal to the service fee established by the Union or religious exemption fee, and shall mail all said deductions to the Union no later than the end of the month after which said amounts were deducted.

7. INDEMNIFICATION

SEIU – Local 535 shall indemnify, defend and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which may be imposed upon them relating to the County's compliance with the agency fee obligation including claims relating to the Union's use of the monies collected under these provisions.

8. WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS

The addition of classification and/or employees to the bargaining unit in this MOU shall not require an election herein for the application of this agency shop provision to such classification and/or employees.

This MOU Addendum supercedes the Union Security article and renders that article null and void.

ADDENDUM
TO MEMORANDUM OF UNDERSTANDING FOR
SEIU – LOCAL 535, UNITS 2, 3, 4, 11, 12, 22, 31 & 36
(MOU Term: October 25, 2004 through October 30, 2011)

PUBLIC SERVICE RETIREMENT CREDIT

The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions of the County Employees Retirement Law of 1937 (1937 Act) effective April 1, 2001, allowing employees who are members of the retirement system to purchase prior public service for retirement credit purposes. Consequently, SEIU – Local 535 agrees to the following terms and conditions which will be incorporated into the Board's Resolution:

1. Those employees who are members of the Fresno County Retirement System as of April 1, 2001, will have until June 30, 2001, to request the purchase of prior public service credit; requests received after June 30, 2001, for this group of employees, will not be processed.
2. Those employees who become members of the Fresno County Retirement System after April 1, 2001, will have a three-month period after they become members to request the purchase of prior public service credit; requests received after the three-month period will not be processed.
3. Employees may purchase up to a maximum of four (4) years of qualifying public service credit.
4. Employees' contributions associated with the purchase of public service credit shall be made by lump sum payment or by installment payments, consistent with Section 31641.2, (a) and (b).
5. Consistent with Section 31641.95, the Board of Supervisors may at anytime discontinue this option through Resolution.

ADDENDUM
TO MEMORANDUM OF UNDERSTANDING
FOR SEIU 535 UNIT-31
(MOU Term: October 25, 2004 through October 30, 2011)

CALIFORNIA GOVERNMENT CODE, SECTION 3500-3511
(The Meyers-Milias-Brown Act)

3500. (a) It is the purpose of this chapter to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by those organizations in their employment relationships with public agencies. Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances, and rules of local public agencies that establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor is it intended that this chapter be binding upon those public agencies that provide procedures for the administration of employer-employee relations in accordance with the provisions of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.
- (b) The Legislature finds and declares that the duties and responsibilities of local agency employer representatives under this chapter are substantially similar to the duties and responsibilities required under existing collective bargaining enforcement procedures and therefore the costs incurred by the local agency employer representatives in performing those duties and responsibilities under this chapter are not reimbursable as state-mandated costs.
- 3500.5. This chapter shall be known and may be cited as the "Meyers-Milias-Brown Act."
3501. As used in this chapter:
- (a) "Employee organization" means any organization which includes employees of a public agency and which has as one of its primary purposes representing those employees in their relations with that public agency.
- (b) "Recognized employee organization" means an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.
- (c) Except as otherwise provided in this subdivision, "public agency" means every governmental subdivision, every district, every public and quasi-public corporation, every public agency and public service corporation and every town, city, county, city and county and municipal corporation, whether incorporated or not and whether chartered or not. As used in this chapter, "public agency" does not mean a school district or a county board of education or a county superintendent of schools or a personnel commission in a school

district having a merit system as provided in Chapter 5 (commencing with Section 45100) of Part 25 and Chapter 4 (commencing with Section 88000) of Part 51 of the Education Code or the State of California.

(d) "Public employee" means any person employed by any public agency, including employees of the fire departments and fire services of counties, cities, cities and counties, districts, and other political subdivisions of the state, excepting those persons elected by popular vote or appointed to office by the Governor of this state.

(e) "Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the public agency and the recognized employee organization or recognized employee organizations through interpretation, suggestion and advice.

(f) "Board" means the Public Employment Relations Board established pursuant to Section 3541.

3501.5. As used in this chapter, "public agency" does not mean a superior court.

3502. Except as otherwise provided by the Legislature, public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency.

3502.1. No public employee shall be subject to punitive action or denied promotion, or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit.

3502.5. (a) Notwithstanding Section 3502 or 3502.6, or any other provision of this chapter, or any other law, rule, or regulation, an agency shop agreement may be negotiated between a public agency and a recognized public employee organization which has been recognized as the exclusive or majority bargaining agent pursuant to reasonable rules and regulations, ordinances, and enactments, in accordance with this chapter. As used in this chapter, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

(b) In addition to the procedure prescribed in subdivision (a), an agency shop arrangement between the public agency and a recognized employee organization that has been recognized as the exclusive or majority bargaining agent shall be placed in effect, without a negotiated agreement, upon (1) a signed petition of 30 percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement. The petition may only be filed after the recognized employee organization has requested the public agency to negotiate on an agency shop arrangement and, beginning seven working days after the public agency received this request, the two parties have had 30 calendar days to attempt good faith negotiations in an effort to reach agreement. An election that may not be held more frequently than once a year shall be conducted by the Division of Conciliation of the Department of Industrial Relations in the event that the public agency and the recognized

employee organization cannot agree within 10 days from the filing of the petition to select jointly a neutral person or entity to conduct the election. In the event of an agency fee arrangement outside of an agreement that is in effect, the recognized employee organization shall indemnify and hold the public agency harmless against any liability arising from any claims, demands, or other action relating to the public agency's compliance with the agency fee obligation.

(c) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the public agency and the public employee organization, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

(d) An agency shop provision in a memorandum of understanding that is in effect may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the public agency and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement. The procedures in this subdivision are also applicable to an agency shop agreement placed in effect pursuant to subdivision (b).

(e) An agency shop arrangement shall not apply to management, confidential, or supervisory employees.

(f) Every recognized employee organization that has agreed to an agency shop provision or is a party to an agency shop arrangement shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.

3503. Recognized employee organizations shall have the right to represent their members in their employment relations with public agencies. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf in his employment relations with the public agency.

3504. 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 consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- 3504.5. (a) Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions and shall give the recognized employee organization the opportunity to meet with the governing body or the boards and commissions.
- (b) In cases of emergency when the governing body or the designated boards and commissions determine that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or the boards and commissions shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.
- (c) The governing body of a public agency with a population in excess of 4,000,000, or the boards and commissions designated by the governing body of such a public agency shall not discriminate against employees by removing or disqualifying them from a health benefit plan, or otherwise restricting their ability to participate in a health benefit plan, on the basis that the employees have selected or supported a recognized employee organization. Nothing in this section shall be construed to prohibit the governing body of a public agency or the board or commission of a public agency and a recognized employee organization from agreeing to health benefit plan enrollment criteria or eligibility limitations.
3505. The governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation, or ordinance, or when such procedures are utilized by mutual consent.
- 3505.1. If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination.
- 3505.2. If after a reasonable period of time, representatives of the public agency and the recognized employee organization fail to reach agreement, the public agency and the recognized

employee organization or recognized employee organizations together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the public agency and one-half to the recognized employee organization or recognized employee organizations.

- 3505.3. Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.
- 3505.4. If after meeting and conferring in good faith, an impasse has been reached between the public agency and the recognized employee organization, and impasse procedures, where applicable, have been exhausted, a public agency that is not required to proceed to interest arbitration may implement its last, best, and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency's last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law.
3506. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.
3507. A public agency may adopt reasonable rules and regulations after consultation in good faith with representatives of an employee organization or organizations for the administration of employer-employee relations under this chapter (commencing with Section 3500). Such rules and regulations may include provisions for (a) verifying that an organization does in fact represent employees of the public agency (b) verifying the official status of employee organization officers and representatives (c) recognition of employee organizations (d) exclusive recognition of employee organizations formally recognized pursuant to a vote of the employees of the agency or an appropriate unit thereof, subject to the right of an employee to represent himself as provided in Section 3502 (e) additional procedures for the resolution of disputes involving wages, hours and other terms and conditions of employment (f) access of employee organization officers and representatives to work locations (g) use of official bulletin boards and other means of communication by employee organizations (h) furnishing nonconfidential information pertaining to employment relations to employee organizations (i) such other matters as are necessary to carry out the purposes of this chapter. Exclusive recognition of employee organizations formally recognized as majority representatives pursuant to a vote of the employees may be revoked by a majority vote of the employees only after a period of not less than 12 months following the date of such recognition. No public agency shall unreasonably withhold recognition of employee organizations.
- 3507.1. (a) Unit determinations and representation elections shall be determined and processed in accordance with rules adopted by a public agency in accordance with this chapter. In a representation election, a majority of the votes cast by the employees in the appropriate bargaining unit shall be required.
- (b) Notwithstanding subdivision (a) and rules adopted by a public agency pursuant to Section 3507, a bargaining unit in effect as of the effective date of this section shall continue in effect unless changed under the rules adopted by a public agency pursuant to Section 3507.

(c) A public agency shall grant exclusive or majority recognition to an employee organization based on signed petition, authorization cards, or union membership cards showing that a majority of the employees in an appropriate bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive or majority representation shall be determined by a neutral third party selected by the public agency and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the public agency and the employee organization cannot agree on a neutral third party, the Division of Conciliation of the Department of Industrial Relations shall be the neutral third party and shall verify the exclusive or majority status of the employee organization. In the event that the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30 percent of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

- 3507.3. Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees. In the event of a dispute on the appropriateness of a unit of representation for professional employees, upon request of any of the parties, the dispute shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation for resolving the dispute. "Professional employees," for the purposes of this section, means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical, and biological scientists.
- 3507.5. In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in Section 3507, any such agency may adopt reasonable rules and regulations providing for designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation. Except as specifically provided otherwise in this chapter, this section does not otherwise limit the right of employees to be members of and to hold office in an employee organization.
3508. (a) The governing body of a public agency may, in accordance with reasonable standards, designate positions or classes of positions which have duties consisting primarily of the enforcement of state laws or local ordinances, and may by resolution or ordinance adopted after a public hearing, limit or prohibit the right of employees in these positions or classes of positions to form, join, or participate in employee organizations where it is in the public interest to do so. However, the governing body may not prohibit the right of its employees who are full-time "peace officers," as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, to join or participate in employee organizations which are composed solely of those peace officers, which concern themselves solely and exclusively with the wages, hours, working conditions, welfare programs, and advancement of the academic and vocational training in furtherance of the police profession, and which are not subordinate to any other organization.
- (b) (1) This subdivision shall apply only to a county of the seventh class.
- (2) For the purposes of this section, no distinction shall be made between a position designated as a peace officer position by Chapter 4.5 (commencing with Section 830) of

Title 3 of Part 2 of the Penal Code at the time of the enactment of the 1971 amendments to this section, and a welfare fraud investigator or inspector position designated as a peace officer position by any amendment to that Chapter 4.5 at any time after the enactment of the 1971 amendments to this section.

(3) It is the intent of this subdivision to overrule *San Bernardino County Sheriff's Etc. Assn. v. Board of Supervisors* (1992) 7 Cal.App.4th 602, 611, with respect to San Bernardino County designating a welfare fraud investigator or inspector as a peace officer under this section.

(c) (1) This subdivision shall apply only to a county of the seventh class and shall not become operative until it is approved by the county board of supervisors by ordinance or resolution.

(2) For the purposes of this section, no distinction shall be made between a position designated as a peace officer position by Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code at the time of the enactment of the 1971 amendments to this section, and a probation corrections officer position designated as a peace officer position by any amendment to that Chapter 4.5 at any time after the enactment of the 1971 amendments to this section.

(3) It is the intent of this subdivision to overrule *San Bernardino County Sheriff's Etc. Assn. v. Board of Supervisors* (1992) 7 Cal.App.4th 602, 611, to the extent that it holds that this section prohibits the County of San Bernardino from designating the classifications of Probation Corrections Officers and Supervising Probation Corrections Officers as peace officers. Those officers shall not be designated as peace officers for purposes of this section unless that action is approved by the county board of supervisors by ordinance or resolution.

(4) Upon approval by the Board of Supervisors of San Bernardino County, this subdivision shall apply to petitions filed in May 2001 by Probation Corrections Officers and Supervising Probation Corrections Officers.

(d) The right of employees to form, join and participate in the activities of employee organizations shall not be restricted by a public agency on any grounds other than those set forth in this section.

3508.1. For the purposes of this section, the term "police employee" includes the civilian employees of the police department of any city. Police employee does not include any public safety officer within the meaning of Section 3301.

(a) With respect to any police employee, except as provided in this subdivision and subdivision (d), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 2002. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the police employee of its proposed disciplinary action within that year, except in any of the following circumstances:

- (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
 - (2) If the police employee waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
 - (3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
 - (4) If the investigation involves more than one employee and requires a reasonable extension.
 - (5) If the investigation involves an employee who is incapacitated or otherwise unavailable, the time during which the person is incapacitated or unavailable shall toll the one-year period.
 - (6) If the investigation involves a matter in civil litigation in which the police employee is named as a party defendant, the one-year time period shall be tolled while the civil action is pending.
 - (7) If the investigation involves a matter in criminal litigation in which the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
 - (8) If the investigation involves an allegation of workers' compensation fraud on the part of the police employee.
- (b) When a predisciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
- (c) If, after investigation and predisciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the police employee in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the police employee is unavailable for discipline.
- (d) Notwithstanding the one-year time period specified in subdivision (a), an investigation may be reopened against a police employee if both of the following circumstances exist:
- (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
 - (2) One of the following conditions exists:
 - (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
 - (B) The evidence resulted from the police employee's predisciplinary response or procedure.
- 3508.5. (a) Nothing in this chapter shall affect the right of a public employee to authorize a dues or service fees deduction from his or her salary or wages pursuant to Section 1157.1, 1157.2, 1157.3, 1157.4, 1157.5, or 1157.7.

(b) A public employer shall deduct the payment of dues or service fees to a recognized employee organization as required by an agency shop arrangement between the recognized employee organization and the public employer.

(c) Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

3509. (a) The powers and duties of the board described in Section 3541.3 shall also apply, as appropriate, to this chapter and shall include the authority as set forth in subdivisions (b) and (c).

(b) A complaint alleging any violation of this chapter or of any rules and regulations adopted by a public agency pursuant to Section 3507 shall be processed as an unfair practice charge by the board. The initial determination as to whether the charge of unfair practice is justified and, if so, the appropriate remedy necessary to effectuate the purposes of this chapter, shall be a matter within the exclusive jurisdiction of the board. The board shall apply and interpret unfair labor practices consistent with existing judicial interpretations of this chapter.

(c) The board shall enforce and apply rules adopted by a public agency concerning unit determinations, representation, recognition, and elections.

(d) Notwithstanding subdivisions (a) to (c), inclusive, the employee relations commissions established by, and in effect for, the County of Los Angeles and the City of Los Angeles pursuant to Section 3507 shall have the power and responsibility to take actions on recognition, unit determinations, elections, and all unfair practices, and to issue determinations and orders as the employee relations commissions deem necessary, consistent with and pursuant to the policies of this chapter.

(e) This section shall not apply to employees designated as management employees under Section 3507.5.

(f) The board shall not find it an unfair practice for an employee organization to violate a rule or regulation adopted by a public agency if that rule or regulation is itself in violation of this chapter. This subdivision shall not be construed to restrict or expand the board's jurisdiction or authority as set forth in subdivisions (a) to (c), inclusive.

3509.5. (a) Any charging party, respondent, or intervenor aggrieved by a final decision or order of the board in an unfair practice case, except a decision of the board not to issue a complaint in such a case, and any party to a final decision or order of the board in a unit determination, representation, recognition, or election matter that is not brought as an unfair practice case, may petition for a writ of extraordinary relief from that decision or order. A board order directing an election may not be stayed pending judicial review.

(b) A petition for a writ of extraordinary relief shall be filed in the district court of appeal having jurisdiction over the county where the events giving rise to the decision or order occurred. The petition shall be filed within 30 days from the date of the issuance of the board's final decision or order, or order denying reconsideration, as applicable. Upon the filing of the petition, the court shall cause notice to be served upon the board and thereafter shall have jurisdiction of the proceeding. The board shall file in the court the record of the

proceeding, certified by the board, within 10 days after the clerk's notice unless that time is extended by the court for good cause shown. The court shall have jurisdiction to grant any temporary relief or restraining order it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as modified, or setting aside in whole or in part the decision or order of the board. The findings of the board with respect to questions of fact, including ultimate facts, if supported by substantial evidence on the record considered as a whole, shall be conclusive. Title 1 (commencing with Section 1067) of Part 3 of the Code of Civil Procedure relating to writs shall, except where specifically superseded by this section, apply to proceedings pursuant to this section.

(c) If the time to petition for extraordinary relief from a board decision or order has expired, the board may seek enforcement of any final decision or order in a district court of appeal or superior court having jurisdiction over the county where the events giving rise to the decision or order occurred. The board shall respond within 10 days to any inquiry from a party to the action as to why the board has not sought court enforcement of the final decision or order. If the response does not indicate that there has been compliance with the board's final decision or order, the board shall seek enforcement of the final decision or order upon the request of the party. The board shall file in the court the record of the proceeding, certified by the board, and appropriate evidence disclosing the failure to comply with the decision or order. If, after hearing, the court determines that the order was issued pursuant to the procedures established by the board and that the person or entity refuses to comply with the order, the court shall enforce the order by writ of mandamus or other proper process. The court may not review the merits of the order.

3510. (a) The provisions of this chapter shall be interpreted and applied by the board in a manner consistent with and in accordance with judicial interpretations of this chapter.
- (b) The enactment of this chapter shall not be construed as making the provisions of Section 923 of the Labor Code applicable to public employees.
3511. The changes made to Sections 3501, 3507.1, and 3509 of the Government Code by legislation enacted during the 1999-2000 Regular Session of the Legislature shall not apply to persons who are peace officers as defined in Section 830.1 of the Penal Code.

ADDENDUM
TO MEMORANDUM OF UNDERSTANDING FOR
SEIU – LOCAL 535, UNITS 2, 3, 4, 11, 12, 22, 31 & 36
(MOU Term: October 25, 2004 through October 30, 2011)

EXTENSION OF PAID MILITARY LEAVE

The parties acknowledge that the Fresno County Board of Supervisors desires to adopt, through Resolution, provisions that would grant additional military benefits to bargaining unit members pursuant to California Military and Veterans Code Section 395.03.

The parties agree to the following:

1. Bargaining unit members shall have the same options available to them as were granted to management and unrepresented employees under the Board's Resolution adopted on October 16, 2001 (attached).
2. Bargaining unit members, for military leave purposes, may receive voluntary Annual Leave or Vacation Leave donations from County employees on a pay period by pay period basis, based on employee need. This provision is temporary in nature and made under the following conditions:
 - A) Bargaining unit members must be permanent County employees called to active duty from the California National Guard or United States Military Reserve in support of Operation Enduring Freedom.
 - B) The employee must have exhausted or is about to exhaust all of his/her Annual Leave or Vacation Leave.
3. This Addendum sunsets on April 14, 2002, unless extended by the County of Fresno.

ADDENDUM
TO MEMORANDA OF UNDERSTANDING
SEIU – LOCAL 535, UNITS 2, 3, 4, 12, 22, 31 & 36
HEALTH BENEFIT AGREEMENT

The parties have met and conferred regarding the County's health premium contribution for Plan Year 2006. Having met and conferred, the parties agree to the following:

1. The term of this agreement shall be December 19, 2005 through December 17, 2006. The parties agree to reopen negotiations in August 2006.
2. A minimum of three (3) health benefit plans, two (2) dental benefit plans and one (1) vision benefit plan will be available to employees and their dependents during Plan Year 2006. If, during the term of this agreement, any of the health benefit plans, vision benefit plan or the dental benefit plan is unable to fulfill its contractual obligation, the parties agree that the County, upon consultation with the Health Benefits Advisory Council, if necessary, will secure a suitable replacement.
3. During Plan Year 2006, the County will contribute, on behalf of each employee; up to \$208.06 per pay period based on the employee's plan selection (employees will not receive any excess contribution).

The County will further contribute on behalf of employees who have dependents enrolled in the County's health benefits program, a total of \$90.00 per pay period.

4. Any individual participating in the County's Health Benefit program must enroll in one of the plans servicing their area, if one is available. If a plan is not available, they shall enroll in the plan designated for out-of-area coverage.
5. Following a written request by the employee to the County's Employee Benefits Office and subject to the approval of the health plan providers, in the event an employee's doctor moves to a physician network that can only be accessed through another County offered health plan, the employee may re-enroll into that health plan. The change will become effective the first day of the pay period following approval by the health plans.
6. If during the term of this agreement the State, Federal government, or any other taxing authority imposes a tax or other charges (excluding a tax on or measured by net income) upon any group provider or health/dental plan or upon any activity of any of them, or if any such tax or charges are increased causing agreement between the County and health/dental plans to be opened for renegotiations, 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. 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 plans which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
8. During the term of this agreement, if the County agrees to a higher employer contribution with any other bargaining unit, the same higher contribution shall be offered to employees covered by this agreement with the same terms and conditions, subject to approval by the Board of Supervisors.
9. The parties agree to continue to meet and discuss the design of the County's health benefit program in anticipation of soliciting health plan proposals from vendors for Plan Year 2007.
10. The parties agree to explore the viability of allowing employees with other non-County health coverage to opt out of the County health insurance program as part of the Plan Year 2007 Request for Proposal process.