

Tentative Agreement
September 17, 2020

TERM OF MOU AND RENEGOTIATION

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

County of Fresno

SEIU – Local 521
Units 3, 4, 12, 22 & 36

Date

Date

County Proposal
May 4, 2020

ARTICLE 24 -- 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 as a witness before any Grand Jury or in any court as:

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

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

Any employee who initiates an action against the County shall not receive paid time off for any court appearances.
Employees shall not be compensated for performing as a member of any Grand Jury.

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

County of Fresno

SEIU – Local 521
Unit 03

Date

Date

ARTICLE 39 -- DIFFERENTIALS

CCAIR Differential

Employees of this Unit who are assigned to the Children’s Crisis Assessment Intervention and Resolution (CCAIR) Unit shall be paid four dollars (\$4) per day differential when four (4) or more hours are spent in the facility. Employees assigned for fewer than four (4) hours per day shall be paid the above differential on a pro-rated basis at \$.50 per hour. Differential payments shall not exceed \$40 per pay period.

Differential payments are not included in Annual Leave payoff.

Detention Facility Differential

Employees of this Unit who are assigned to a County detention facility shall be paid four dollars (\$4) per day differential when four (4) or more hours are spent in any of these facilities. Employees assigned for fewer than four (4) hours per day shall be paid the above differential on a pro-rated basis at \$.50 per hour. Differential payments shall not exceed \$40 per pay period.

Differential payments are not included in Annual Leave payoff.

County of Fresno

SEIU – Local 521
Unit 03

Date

Date

County Proposal
August 17, 2020

ARTICLE 54 -- HEALTH INSURANCE

1. Effective December 16, 2019, the County will contribute, on behalf of each full-time (.8 or higher FTE) employee the following amount per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
Employee Only	\$343	N/A	\$343
Employee plus Child(ren)	\$343	\$110	\$453
Employee plus Spouse	\$343	\$110	\$453
Employee plus Family	\$343	\$115	\$458

Effective December 14, 2020, the County will contribute up to, on behalf of each full-time (.8 or higher FTE) up to the following amounts per pay period based on the employee's plan selection:

<u>Plan Selection</u>	<u>Amount</u>	<u>Add'l Amount</u>	<u>Total Contribution</u>
<u>Employee Only</u>	<u>\$368</u>	<u>N/A</u>	<u>\$368</u>
<u>Employee plus Child(ren)</u>	<u>\$368</u>	<u>\$110</u>	<u>\$478</u>
<u>Employee plus Spouse</u>	<u>\$368</u>	<u>\$110</u>	<u>\$478</u>
<u>Employee plus Family</u>	<u>\$368</u>	<u>\$115</u>	<u>\$483</u>

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

of other group health insurance). Group health insurance plan is defined as employer-sponsored medical coverage.

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

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

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

County of Fresno

SEIU – Local 521
Unit 36

Date

Date

County Proposal
May 4, 2020

ARTICLE 24 -- HOLIDAYS

Holidays

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

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr.'s Birthday)
3. Third Monday in February (Washington-Lincoln Day)
4. March 31 (Cesar Chavez' Birthday)
5. Last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day following Thanksgiving
11. December 25 (Christmas)
12. Every Monday following a Sunday, which falls on January 1, March 31, July 4, November 11, or December 25
13. Every Friday when such Friday immediately precedes January 1, March 31, July 4, November 11, or December 25

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work or on an approved paid leave on their last assigned shift immediately before or after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before or after a County holiday as set forth in this MOU may be required by the department head to provide a statement from a California Licensed Physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

Holiday Credit

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

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

Compensation for Time Worked on a Holiday

When employees in permanent positions in classifications eligible for overtime are required to work on a holiday as defined herein, the time so worked shall be compensated at the rate of

one and one-half (1½) times the employee’s base hourly rate of pay for the first eight (8) hours worked. Holiday compensation shall include all consecutive shift hours worked when a major portion (greater than 50%) of the shift is worked on the holiday. Holiday compensation shall be limited to a single consecutive shift worked on the holiday. Holiday compensation is not included as Fair Labor Standards Act (hereinafter FLSA) overtime in the FLSA work period. Therefore, holiday compensation can be received in cash or as holiday accrual to a maximum of 24 hours. The combined balances of Holiday and Compensatory Time Off shall not exceed sixty (60) hours.

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

Holidays – Part-time Employees

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

Holiday Time Off Balances

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

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

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

Holidays – Seven Days a Week Work Units

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

County of Fresno

SEIU – Local 521
Unit 12

Date

Date

County Proposal
August 31, 2020

NEW EMPLOYEE ORIENTATION

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

Representatives of the Union may provide a ~~20~~ 25-minute presentation at each Department of Human Resources-sponsored NEO, at a time specified by the County, where new employees in a classification represented by this unit are in attendance. The Union agrees to give the County copies of the materials to be used in the session, which shall include, but are not limited to, this MOU, a Union membership application, and a list of shop stewards, including their departments and/or work areas and telephone numbers. The County shall provide the Union with 10 days advance notice of an NEO. The County reserves the right to have a management representative in attendance; however, the County and Union agree that neither party will be unduly disruptive during the Union's presentation.

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

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

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

County of Fresno

SEIU – Local 521
Units 3, 4, 12, 22 & 36

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County Proposal
May 4, 2020

ARTICLE 5 -- RELEASE TIME

When the Union wishes to be represented by a County employee, rather than a non-employee representative, at meetings within the scope of representation which affect the representation Union, 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. The Union Field Representative will submit a written request to the department head at least ~~twenty-four (24) hours~~ three (3) business days prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

County of Fresno

SEIU – Local 521
Unit 03

Date

Date

The following proposals are currently in all of the other units represented by SEIU 521 this proposal is to incorporate them into the unit 12 contract.

- DISCIPLINARY ACTION

Employees facing disciplinary action as defined by the Fresno County Personnel Rules implementing either disciplinary suspension, administrative salary reduction, disciplinary demotion or dismissal, may elect to be accompanied by a representative of their choosing at any administrative proceeding conducted prior to the imposition of such discipline.

NEW ARTICLE

Union Representative Leave of Absence (SB 1085/Government Code 3558.8):

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

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

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

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

County of Fresno

Date

SEIU – Local 521
Units 3, 4, 12, 22 & 36

Date