

AGREEMENT BETWEEN THE
CITY OF FRESNO
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39, UNIT 01

Modification of Article VII, Section G. - Health and Welfare

The City of Fresno and the International Union of Operating Engineers, Stationary Engineers, Local 39 Unit 1, have met and conferred in good faith and have agreed to amend Article VII, Section G. 1. This agreement is effective November 1, 2014, and shall become part of the MOU which expires on June 30, 2016 ("current MOU"), unless modified or extended by mutual agreement of the parties or as required by law.

The parties agree to modify the current MOU, Article VII, Compensation and Benefits, Section G.1. Health and Welfare, which is amended to read as follows:

G. HEALTH AND WELFARE

1. Health Insurance - City Health Plan - Employee Options:

- a. The City's sole obligation for an employee's health insurance shall be to pay the agreed upon dollar amount per month per employee on behalf of employees represented by the Union. Effective July 1, 2014 the City shall contribute seventy-five percent (75%) of the employee's health and welfare premium. After July 1, 2014, the cost of any future increases in the health and welfare premium will be shared on a fifty percent (50%) basis by the City and employees, **except that employees will be required to pay no more than thirty percent (30%) of the premium established by the Fresno City Employees Health and Welfare Trust Board. At such time as the employee share is set at 30%, the City shall pay 70%.**
- b. Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU, or have terms imposed resulting in a greater contribution by the City, upon the Union's request, the City will match that benefit.
- c. The City will meet with Local 39 and other City bargaining units to discuss an alternative health care plan and/or to modify the Health and Welfare Trust agreement, provided that no changes will be made unless all represented bargaining units agree. The parties further agree that the Side Letter on the Trust dated February 24, 2009 has expired.

This agreement sets forth the full and entire understanding of the parties regarding Article VII, Section G.1.


FOR IUOE/SE, LOCAL 39

FOR THE CITY OF FRESNO

Marina Magdaleno
Business Representative

Kenneth Phillips
Labor Relations Manager

Date _____

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**
BY: 

Supervising Deputy