

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FRESNO DEPUTY SHERIFF'S  
ASSOCIATION**

**UNIT 1**

**(LAW ENFORCEMENT PERSONNEL)**

**AND**

**COUNTY OF FRESNO**

**MARCH 13, 2017 – DECEMBER 15, 2019**

**(12/10/19 BOS Approved Extending the MOU to July 12, 2020)  
(06/23/20 BOS Approved Extending the MOU to Nov. 1, 2020)  
(08/18/20 BOS Approved Extending the MOU to Oct. 31, 2021)**

# UNIT 1

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
39	ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT-BOMB TECHNICIAN .....	27
8	AIR SUPPORT ASSIGNMENT .....	6
	Compensation .....	6
	Staffing .....	6
24	ALTERNATIVE WORK SCHEDULES .....	19
18	ANNUAL LEAVE/VACATION AND SICK LEAVE .....	14
52	ASSOCIATION BUSINESS – FDSA .....	38
17	ASSOCIATION SECURITY .....	14
20	BEREAVEMENT LEAVE .....	16
7	BILINGUAL SKILL PAY .....	6
22	CALIFORNIA CLASS “B” DRIVER’S LICENSE .....	19
5	CALL-BACK PAY .....	4
29	CANINE HANDLERS .....	21
	Compensation .....	22
	Continuation of Canine Program .....	22
	County’s Responsibility .....	22
	Definitions .....	21
	Home Garaging .....	22
41	COMPUTER PROGRAMMING MODIFICATIONS .....	28
40	CONTINUITY OF OPERATIONS .....	27
31	COUNTY VEHICLE ASSIGNMENTS/HOME-GARAGING .....	23
36	DEPUTY CORONER FUNCTIONS .....	25
49	EMPLOYEE GRIEVANCE PROCEDURE .....	34
50	EXTENSION OF PAID MILITARY LEAVE .....	38
42	FAIR LABOR STANDARDS ACT .....	28
15	FLEXIBLE SPENDING ACCOUNT .....	13
23	4/10 WORKWEEK - PATROL DIVISION .....	19
55	FULL UNDERSTANDING .....	39
12	HEALTH INSURANCE .....	9
33	HEPATITIS VACCINATION .....	24
21	HOLIDAYS .....	17
	Court Holidays .....	19
	Defined .....	17
	Holiday Accrual - Alternative Workweek .....	18
	Holiday Accrual - Retirement Credit .....	18
	Holiday Pay Eligibility .....	17
	Holiday Worked .....	18
	Holidays Falling on Days Off .....	18
1	INTRODUCTION .....	1
51	LEAD WORKER ALLOWANCE – DEPUTY CORONER II .....	38
14	LIFE INSURANCE/LONG TERM DISABILITY INSURANCE .....	13

# Unit 1 Table of Contents Cont'd

<u>ARTICLE</u>		<u>PAGE</u>
38	MANAGEMENT RIGHTS .....	26
35	MENTAL HEALTH SERVICES.....	25
56	MOU REOPENERS.....	40
26	NOTICE OF SCHEDULE CHANGES/CANCELLATION OF VACATION DAYS.....	20
30	OUT-OF-RANK ASSIGNMENTS.....	22
3	OVERTIME PAY.....	1
	CTO .....	3
	Double-Time Provision .....	3
	Mandatory Overtime Procedure – Deputy Sheriff.....	2
	Overtime Defined .....	1
	Overtime Payment .....	2
	Telephone Calls .....	4
9	P.O.S.T. INCENTIVE.....	6
43	PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS	
	APPEAL PROCEDURE – SHERIFF’S DEPARTMENT.....	28
34	REFERENCE MATERIALS .....	24
16	REPRESENTATION RIGHTS .....	13
27	SAFETY EQUIPMENT .....	20
2	SALARIES.....	1
54	SAVINGS CLAUSE .....	39
10	SHIFT PREMIUM .....	7
	Community Service Officer.....	7
	Deputy Sheriffs (Watch I Uniformed, Beat Officers) .....	8
	Deputy Sheriffs (Watch I/Platoon B, Fresno County Jail Assignment) .....	8
	Identification Technicians and Communications Dispatchers.....	7
25	SHIFT/RDO FLEX .....	20
6	SPECIAL CALL-BACK SITUATIONS .....	5
	Compensation .....	5
	Court Time .....	5
	Special Hearings .....	5
	Travel Time .....	5
37	SPECIAL PROVISIONS – DEPUTY CORONER .....	25
	Equipment/Gear .....	25
	Shift Changes – Advance Notice Coroner’s Office.....	25
	Training .....	25
4	STANDBY PAY/ON-CALL.....	4
28	TAKE HOME PATROL VEHICLE PROGRAM .....	20
57	TERM OF MOU AND RENEGOTIATION.....	41
44	TIER II GENERAL/MISCELLANEOUS AND TIER II SAFETY RETIREMENT	
	PLAN – MANDATORY .....	29
45	TIER IV GENERAL RETIREMENT PLAN - MANDATORY – [THREE (3) YEAR	
	AVERAGE] .....	31

# Unit 1 Table of Contents Cont'd

<u>ARTICLE</u>		<u>PAGE</u>
46	TIER IV SAFETY RETIREMENT PLAN – MANDATORY .....	32
47	TIER V GENERAL RETIREMENT PLAN (PEPRA) – MANDATORY .....	33
48	TIER V SAFETY RETIREMENT PLAN (PEPRA) – MANDATORY .....	33
32	TRAINING SESSIONS .....	24
11	UNIFORM ALLOWANCE .....	9
19	VACATION AND SICK LEAVE .....	14
53	WAIVER CLAUSE .....	39
13	WORK-RELATED INJURY/4850 TIME .....	10
	Adjustments - Final Investigations.....	12
	Auditor-Controller/Treasurer-Tax Collector's Responsibilities .....	12
	Continuing Therapy.....	13
	Employee's Responsibilities.....	10
	Introduction .....	10
	Personnel Unit's Responsibilities .....	11
	Risk Manager's Responsibilities.....	11
	Sheriff's Business Manager's Responsibilities .....	11
	Supervisor's Responsibilities.....	11
	Workers' Compensation Adjuster's Responsibilities .....	12

## ADDENDA/ATTACHMENT(S)

ADDENDUM – SALARIES

ADDENDUM NO. 3 – COURT SERVICES STAFFING

ADDENDUM NO. 4 – JAIL STAFFING AND WORK SCHEDULE ISSUES

ATTACHMENT – SETTLEMENT AGREEMENT

**ADDENDUM – MOU EXTENSION AND HEALTH INSURANCE**

**ADDENDUM – MOU EXTENSION**

**ADDENDUM – HEALTH INSURANCE AND MOU EXTENSION**

## **ARTICLE 1 - INTRODUCTION**

The terms and conditions of employment that are set forth in this Memorandum of Understanding (MOU) have been discussed in good faith by the County of Fresno and by the Fresno Deputy Sheriff's Association, the certified organization for Unit 1, Law Enforcement Personnel. The parties agree to jointly recommend to the Fresno County Board of Supervisors that all terms and conditions of employment as set forth herein become effective on the date approved by the Board of Supervisors, except where the MOU, or legal prohibitions, necessitate a later effective date.

## **ARTICLE 2 - SALARIES**

Salaries for all classifications covered by this MOU shall be as specified on Addendum - Salaries.

## **ARTICLE 3 - OVERTIME PAY**

Employees shall receive compensation in cash or compensatory time off (CTO) as provided below at the rate of one and one-half (1½) the employee's hourly rate of pay, as set forth below, for overtime worked as defined in Section 800, of the Fresno County Salary Resolution.

### **Overtime Defined**

For employees of this Unit who are engaged in "law enforcement activities" as defined under provisions of the Fair Labor Standards Act (FLSA), overtime is BOTH:

1. Authorized work performed in excess of eight (8) hours in a day, (or over, nine (9), ten (10), etc., hours per day pursuant to an alternative work schedule), or over forty (40) hours in a workweek (from 12:01 a.m., Monday through Midnight the following Sunday);

### **AND**

2. Authorized work performed in excess of eighty-six (86) hours in a work period under Section 7k of the FLSA. The work period is a fourteen-day (14) period commencing at 12:01 a.m., Monday and terminating at Midnight the second following Sunday.

The following Unit classifications, under FLSA, are not considered to be engaged in "law enforcement activities" as defined under provisions of the FLSA: Communication Dispatcher I/II/III/Specialist; Community Service Officer; Criminalist I/II/Specialist; Deputy Coroner I/II; Forensic Autopsy Technician; Identification Technician I/II/III/IV; and Rangemaster. For these employees, overtime is defined as:

Authorized work performed in excess of eight (8) hours in a day, (or over nine [9], ten [10], etc., hours per day pursuant to an alternative work schedule), or over forty (40) hours in a workweek/FLSA work period, (from 12:01 a.m., Monday through Midnight the following Sunday).

Overtime shall also include all authorized consecutive hours worked over eight (8), (nine [9], ten [10], etc.) in a day and which extend into a new day. This provision shall include hours worked before or at the end of a work shift. However, overtime paid in this setting shall not be included in any overtime/double-time computation for regularly assigned work hours on the new day.

In determining whether or not overtime hours have been worked for the Deputy Coroner classification series, only productive work hours (actual hours worked) shall apply. Time off for a holiday during the pay period in which the holiday occurs shall be considered productive time.

### Overtime Payment

All overtime shall be paid in cash unless the employee opts to receive CTO. Overtime paid in cash shall be calculated at the rate of one and one-half (1½) the employee's base hourly rate of pay, unless the time worked meets the definition of overtime under provisions of the FLSA. In the latter instance, overtime shall be calculated at the rate of one and one-half (1½) the employee's regular rate of pay, as defined by provisions of the FLSA. The fact that the County may initially calculate overtime based on the regular rate of pay for all overtime hours worked does not obviate the County's future exclusive right to differentiate between overtime rates as set forth herein.

### Mandatory Overtime Procedure - Deputy Sheriff

The mandatory overtime procedure, as it relates to the Deputy Sheriff classification series, shall be applied as is detailed in the Sheriff's Policy "Assigned, Mandatory and Voluntary Overtime Procedures" with exception to jail overtime shifts.

With exception to hospital overtime shifts and jail overtime shifts, when the Sheriff-Coroner or his/her designee cancels a Deputy Sheriff's overtime shift, assigned or volunteered, within twelve (12) hours of the overtime shift, then the Deputy Sheriff shall be compensated for two and one-half (2½) hours at time and one-half (1½) their base hourly rate of pay.

With exception to jail overtime shifts, when the Sheriff-Coroner or his/her designee cancels an overtime shift, assigned or volunteered, within two (2) hours of a hospital overtime shift, then the Deputy Sheriff shall be compensated for two and one-half (2½) hours at time and one-half (1½) their base hourly rate of pay. Deputy Sheriff's who are scheduled to work (assigned or volunteered) a hospital overtime shift, are required to contact the Sheriff Department's designated contact person, two and one-half (2½) hours prior to their scheduled start time.

Furthermore, if the Sheriff-Coroner or his/her designee cannot personally speak with the Deputy Sheriff when canceling an overtime shift, the parties agree that the Sheriff-Coroner's or his/her designee's attempt to contact the Deputy Sheriff shall be deemed as meeting the notice requirement.

## CTO

If in lieu of cash compensation CTO is chosen by the employee, the employee shall be entitled to accumulate up to eighty (80) hours at any given time. Anything over the maximum eighty (80) hours balance shall be paid in cash automatically. The department head retains the right to pay all CTO in cash to all employees covered by this provision immediately before the expiration of this MOU. CTO for all Unit employees will be taken off at a time mutually agreed upon by the department head or his/her representative and the employee. The department shall not unreasonably withhold the use of CTO. Reasonableness shall be as set forth in the FLSA and appropriate regulations. Employees may request and shall be paid in cash at anytime for accrued CTO at the employees regular rate of pay at the time such payment is made. Payment shall be made on the scheduled paycheck for the period payment is requested.

## Double-Time Provision

Should an employee of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8<sup>th</sup>) day, the employee shall be compensated at two (2) times his/her base hourly rate for each hour worked until such time as two (2) consecutive days off are provided by Management. CTO may be elected by the employee subject to the eighty-hour (80) maximum.

For the purposes of determining a consecutive day worked, if an employee is scheduled to work a schedule that crosses over the midnight hour (e.g., until 1:00 am), any time worked into the second day shall not constitute a day worked if the employee is not scheduled to work the remainder of that day.

This payment may not be applicable as determined by management in cases of a local or state of emergency as specified in Chapter 2.44 of the Fresno County Ordinance Code.

This payment shall only apply when the employee has been scheduled by management and ordered to work more than seven (7) consecutive work days and does not apply when the work is as a result of the employee volunteering.

To clarify which employees are volunteers, each employee shall be provided a form once each year upon which they may waive eighth (8<sup>th</sup>) day double-time compensation. Employees may either complete the form, thereby indicating waiver; or discard it. Employees who return the form shall not be entitled to double-time compensation for the eighth (8<sup>th</sup>) consecutive day worked nor days thereafter. The waiver shall be in place for one (1) year and may not be rescinded by the employee.

It shall be the responsibility of employees to notify their immediate supervisor of the possibility of an eighth day double-time situation. Failure by the employee to advise their immediate supervisor of the eighth day double-time compensation situation shall be deemed a waiver of the eighth (8<sup>th</sup>) day double-time compensation mechanism.

## Telephone Calls

Employees who are authorized by management to receive work-related phone calls at home in lieu of returning to the work site shall be compensated at time and one-half (1½) for time actually spent addressing the call.

## **ARTICLE 4 - STANDBY PAY/ON-CALL**

When Sheriff's Department employees are ordered by the Sheriff-Coroner or his/her designee to stand by for duty and restricted as to their movement while off duty, they shall be compensated at twenty-five percent (25%) of their base salary for such time (one-half [½] hour minimum).

When Sheriff's Department employees or Deputy Coroners are ordered to stand by for court time and restricted as to their movement while off duty, they shall be compensated twenty-five percent (25%) of their regular hourly for such time (four hour minimum equal to one hour of pay).

When Deputy Coroners are ordered, as a result of emergency situations, to stand by for duty by the Sheriff-Coroner, or her/his designee, and restricted as to their movement while off duty, he/she shall be compensated at twenty-five percent (25%) of their base salary for such time (one-half [½] hour minimum).

When a Deputy Coroner is scheduled by the Sheriff-Coroner, or her/his designee, to be on-call, he/she shall be compensated for time spent on-call at the rate of one (1) hour's pay for each eight (8) hours on-call. Additionally, when a Deputy Coroner, who is scheduled to be on-call, responds to the field to resolve an issue, he/she shall be compensated for time spent in the field at the rate of time and one-half (1½) their base hourly rate of pay for time actually spent resolving the issue.

## **ARTICLE 5 - CALL-BACK PAY**

An employee shall be paid for being called back to work when all of the following conditions are met:

- A. The employee is unexpectedly ordered to return to work by his/her department head and does, in fact, return to work.
- B. The order to return is given to the employee following termination of his/her normal shift and his/her departure from his/her work location.
- C. Such return to work occurs within twenty-four (24) hours of when the order is given, but not less than two (2) hours prior to the established starting time of the employee's next regular shift.

Compensation for call-back shall be the greater of:

- A. Minimum of two (2) hours overtime; or



B. Time spent at the work location.

Under these circumstances, the employee shall be paid at the rate of time and one-half (1½) his/her base hourly rate of pay, unless the actual hours worked on a call-back plus all other hours actually worked, exceed eighty-six (86) hours in a work period under FLSA provisions for specified employees or over forty (40) hours in the FLSA work period for specified employees. In these latter circumstances, the employee shall be paid at the rate of time and one-half (1½) his/her regular hourly rate of pay, as defined by FLSA.

Compensatory time off may be elected, subject to the eighty-hour (80) maximum, described in the Overtime provision of this MOU.

Employees called back to duty under provisions of this article shall additionally be compensated at time and one-half (1½) their base hourly rate for thirty (30) minutes travel time.

## **ARTICLE 6 - SPECIAL CALL-BACK SITUATIONS**

### Court Time

Court time call-back shall apply to those appearances in court as a witness to testify as to matters discovered in the course of duty when such appearances are outside the employee's work hours.

### Special Hearings

Call-back for special hearings shall apply to those instances authorized by a Sheriff's Captain in the Sheriff's Department where testimony on behalf of department management is required and when such appearances are outside the employee's scheduled work hours.

### Compensation

Compensation for call-back under this article shall be the greater of:

- A. Minimum of four (4) hours overtime; or
- B. Time spent at the work location at overtime.

Effective June 13, 2011, compensation for special call-back situations shall be reduced from a minimum of four (4) hours to two (2) hours. This provision shall sunset on June 8, 2015.

### Travel Time

Employees called back under provisions of this article shall additionally be paid overtime at their "regular hourly rate" for thirty (30) minutes travel time.

Note: This article does not apply to the Deputy Coroner classification series.

## **ARTICLE 7 - BILINGUAL SKILL PAY**

Any employee that has been certified by the Department of Human Resources to receive Bilingual Skill Pay shall be paid in the amount of \$23.08 per pay period. Fresno County Salary Resolution Section 533 shall govern, with exception of 533.12.

## **ARTICLE 8 - AIR SUPPORT ASSIGNMENT**

### **Staffing**

The Air Support program shall be staffed from the Sheriff's Department current complement of Deputy Sheriff positions.

Federal Aviation Administration (FAA) certified pilots shall be recruited at the Deputy Sheriff III level.

### **Compensation**

Deputy Sheriff's assigned as tactical flight officers shall receive Two Hundred Dollars (\$200) per pay period in addition to base compensation.

Effective July 3, 2017, the compensation for tactical flight officer shall increase from \$200 per pay period to \$300 per pay period.

Effective July 2, 2018, the compensation for tactical flight officer shall increase from \$300 per pay period to \$400 per pay period.

Deputy Sheriff's assigned as pilots shall receive Three Hundred Dollars (\$300) per pay period in addition to base compensation.

Effective July 3, 2017, the compensation for pilot shall increase from \$300 per pay period to \$500 per pay period.

Effective July 2, 2018, the compensation for pilot shall increase from \$500 per pay period to \$750 per pay period.

## **ARTICLE 9 - P.O.S.T. INCENTIVE**

Effective December 19, 2005, employees who have satisfactorily attained the intermediate P.O.S.T. Certificate shall be compensated at a rate of two and one-half percent (2½%) above their base salary. Employees who have satisfactorily attained the advanced P.O.S.T. Certificate shall be compensated at a rate of five percent (5%) above their base salary.

## **ARTICLE 10 - SHIFT PREMIUM**

### **Identification Technicians and Communications Dispatchers**

This section applies to employees in the Identification Technician and Communications Dispatcher classification series only.

Whenever an employee in the above classification series, by assignment or by rotation, works a regular shift, any portion of which occurs between the hours of 5:00 p.m. and 7:00 a.m., the employee shall be paid, in addition to the basic compensation, a four percent (4%) premium for all work hours which occur after 5:00 p.m. and before 7:00 a.m. There shall be no shift premium paid when the employee is not actually working.

Whenever an employee working a shift, as defined in the preceding paragraph, who is eligible for shift premium is required to perform overtime work between the hours of 5:00 p.m. and 7:00 a.m., such employee's basic compensation plus the appropriate shift differential shall be used in determining any cash payment for overtime hours worked.

The foregoing shall be the only shift premium or shift differential which shall apply to any work schedule. Watch II employees working an alternative work schedule which extends into the above-stated hours shall not be eligible for shift differential.

Employees working a regular day shift which falls between the hours of 7:00 a.m. and 5:00 p.m. shall be eligible for shift premium when four (4) or more hours of overtime are worked on a given day. Shift premium shall only be paid for overtime hours worked beyond 5:00 p.m. on that day.

When an employee who is regularly scheduled for shift work is temporarily moved to another shift for the convenience of the department, the usual shift differential will continue to be paid through the period when temporarily reassigned. For this purpose, temporary reassignment is any reassignment made with the expectation that the employee will return to the assigned shift.

### **Community Service Officer**

Employees in the classification of Community Service Officer who are required to work a regular shift by either rotation or assignment which occurs between the hours of 5:00 p.m. and 7:00 a.m., shall be paid an addition to their basic compensation, a four (4%) premium for all or any portion of hours worked between these hours. There shall be no shift premium paid when the employee is not actually working.

Employees working a day shift flexible work schedule which extends into the hours of 5:00 p.m. to 7:00 a.m. shall not be eligible for shift premium

Community Service Officers working a regular day shift which falls between the hours of 7:00 a.m. and 5:00 p.m. shall be eligible for shift premium only when four (4) or more hours of overtime are worked on a given day. Shift premium shall only be paid for overtime hours worked beyond 5:00 p.m.

Shift premium shall not be paid during periods of temporary reassignment.

Deputy Sheriffs (Watch I Uniformed, Beat Officers)

Any Deputy Sheriff working as a uniformed, beat officer assigned as a regular shift to Watch I (graveyard) shall be paid, in addition to the basic compensation, a four percent (4%) premium for all regularly scheduled hours worked on that shift [i.e., maximum number of eight (8), ten (10) or twelve (12) hours (depending on regular shift)]. The following terms and conditions also apply:

1. There shall be no shift premium paid when the employee is not actually working the Watch I shift (e.g., employee is scheduled to work another shift or is off of work on paid or unpaid time).
2. Any Deputy (e.g. working Watch II or III) who works overtime hours that extend into the Watch I shift shall not be eligible to receive shift premium.
3. Whenever an employee regularly scheduled to a Watch I shift is required to perform overtime work before or beyond the end of their regularly scheduled Watch I shift, they shall not receive shift premium for any overtime hours worked that occur outside of their Watch I shift.
4. Any Deputy who is temporarily assigned to the Watch I shift or any Watch I Deputy who is required to work an extra Watch I shift shall be paid the 4% shift premium. In this instance only, if the employee is then eligible for overtime, the shift differential will be used in determining cash payment, if any, for overtime hours worked.

Deputy Sheriffs (Watch I/Platoon B, Fresno County Jail Assignment)

Effective December 19, 2005, any Deputy Sheriff assigned to work in the Fresno County Jail and who is assigned to a regular shift on Watch I/Platoon B (graveyard) shall be paid, in addition to the basic compensation, a four percent (4%) premium for all regularly scheduled hours worked on that shift [i.e., maximum number of eight (8), ten (10) or twelve (12) hours (depending on regular shift)]. The following terms and conditions also apply:

1. There shall be no shift premium paid when the employee is not actually working the Watch I/Platoon B shift (e.g., employee is scheduled to work another shift or is off of work on paid or unpaid time).
2. Any Deputy (e.g. working Watch II, Watch III or Platoon A) who works overtime hours that extend into the Watch I/Platoon B shift shall not be eligible to receive shift premium.
3. Whenever an employee regularly scheduled to a Watch I/Platoon B shift is required to perform overtime work before or beyond the end of their regularly scheduled Watch I/Platoon B shift, he/she shall not receive shift premium for any overtime hours worked that occur outside of their Watch I/Platoon B shift.

4. Any Deputy who is temporarily assigned to the Watch I/Platoon B shift or any Watch I/Platoon B Deputy who is required to work an extra Watch I/Platoon B shift shall be paid the 4% shift premium. In this instance only, if the employee is then eligible for overtime, the shift differential will be used in determining cash payment, if any, for overtime hours worked.

The parties agree to increase shift premium as follows:

- Effective March 13, 2017, increase shift premium from 4% to 5%
- Effective July 2, 2018, increase shift premium from 5% to 6%
- Effective July 1, 2019, increase shift premium from 6% to 8%

### **ARTICLE 11 - UNIFORM ALLOWANCE**

Effective June 9, 2014, a uniform allowance of \$19.23 per pay period shall be provided for qualifying employees in the Community Service Officer and Deputy Sheriff classification series within the Sheriff's Office. The allowance will continue during periods of paid time off; however, the allowance will be discontinued when the entire pay period consists of dock time or other unpaid time off.

Effective January 1, 2018, a uniform allowance of \$9.61 per pay period shall be provided for Non Class A/B Uniform Personnel (no dispatch) and the uniform allowance for Class A/B Uniform Personnel shall increase to \$26.92 per pay period.

Effective December 31, 2018, the uniform allowance for Non Class A/B Uniform Personnel (no dispatch), shall increase to \$13.46 per pay period and the uniform allowance for Class A/B Uniform Personnel shall increase to \$38.46 per pay period.

### **ARTICLE 12 - HEALTH INSURANCE**

Effective December 7, 2015, the County contribution towards health insurance was \$243 per pay period for employee only. Employees with eligible dependents enrolled in the health insurance plan of the employee's choice, received an additional \$90 per pay period.

Effective March 13, 2017, the County will contribute 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>
Employee Only	\$278	N/A	\$278
Employee plus Child(ren)	\$278	\$90	\$368
Employee plus Spouse	\$278	\$90	\$368
Employee plus Family	\$278	\$90	\$368

Effective December 18, 2017, the County will contribute 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>
Employee Only	\$288	N/A	\$288
Employee plus Child(ren)	\$288	\$120	\$408
Employee plus Spouse	\$288	\$120	\$408
Employee plus Family	\$288	\$120	\$408

Effective December 17, 2018, the County will contribute 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>
Employee Only	\$298	N/A	\$298
Employee plus Child(ren)	\$298	\$150	\$448
Employee plus Spouse	\$298	\$150	\$448
Employee plus Family	\$298	\$150	\$448

The Association and County further agree that should either state or federal statutes mandate that the parties to this MOU participate in a national or state health care plan or system, the parties agree to meet and confer on the impact of such plan or system.

**ARTICLE 13 - WORK-RELATED INJURY/4850 TIME**

Introduction

The County and the Association recognize the importance of having a work-related injury/illness reported and processed in a timely manner. They also acknowledge that an efficient reporting system will enable the County's Workers' Compensation adjuster to effectively evaluate and confirm the validity of a work-related injury/illness claim. To assure that this occurs, the County and the Association have agreed to prioritize the processing of claims governed by provisions of Labor Code 4850 using the protocol set forth below.

The parties further acknowledge that the mere adherence to this process does not validate a claim. Claims will still be subject to review and investigation by the adjuster.

Employee's Responsibilities

When an employee who is governed by provisions of Labor Code 4850 sustains an injury or illness which has arisen out of the course of the employee's job duties, and the injury or illness necessitates absence from duty, the employee shall notify his/her immediate supervisor within two (2) working days of this condition. If the employee does not notify his/her supervisor within this time frame, any absence from duty as a result of this condition

shall be recorded as “Annual Leave - O.J.I.”, sick leave, compensatory time off, or dock time depending on the employee’s situation, until such time the claim is evaluated by the County’s Risk Manager and is determined by him/her to be valid, subject to review and investigation by the adjuster.

### Supervisor’s Responsibilities

When a supervisor has been notified of an on-the-job injury or illness, he/she shall, within two (2) working days, complete a “Supervisor’s Investigation Report” and forward this report to the Sheriff’s Captain assigned to the Administrative Division. If the supervisor fails to submit the report within two (2) working days, all associated on-the-job leave time shall be recorded as “Annual Leave - O.J.I.”, sick leave, compensatory time off, or dock time depending on the employee’s situation, until such time the claim is evaluated by the County’s Risk Manager and is determined to be valid, subject to review and investigation by the adjuster.

### Personnel Unit’s Responsibilities

When the Sheriff’s Captain assigned to the Administrative Division receives a “Supervisor’s Investigation Report”, he/she shall, within two (2) working days after receiving the Report, deliver copies of the Report to the County’s Risk Manager and the Sheriff’s Business Manager. If copies are not delivered within this time limit, all associated on-the-job leave time shall be recorded as “Annual Leave - O.J.I.”, sick leave, compensatory time off, or dock time depending on the employee’s situation, until such time the claim is evaluated by the County’s Risk Manager and is determined to be valid, subject to review and investigation by the adjuster.

### Risk Manager’s Responsibilities

Upon receipt of a “Supervisor’s Investigation Report” and within two (2) working days, the County’s Risk Manager shall evaluate the Report and decide, based on his/her evaluation of the information presented, if a work-related injury or illness has occurred. If he/she believes the claim is legitimate, he/she shall notify the Sheriff’s Business Manager and instruct him/her to record all associated leave time as “4850 Time”. If he/she believes the claim is not valid, he/she shall FAX the claim to the County’s Workers’ Compensation adjuster and instruct the Sheriff’s Business Manager to record all associated leave time as “Annual Leave - O.J.I.”, sick leave, compensatory time off, or dock time, depending on the employee’s situation. If the Risk Manager fails to complete this evaluation timely, all associated on-the-job leave time shall be recorded as “4850 Time” until such time as the adjuster renders a preliminary finding and notifies the Sheriff’s Business Manager of this finding.

### Sheriff’s Business Manager’s Responsibilities

It shall be the Business Manager’s responsibility to record any associated on-the-job leave time as directed by either the Risk Manager or the County’s Workers’ Compensation adjuster. In the absence of this direction, the Business Manager shall consult with the Risk Manager regarding the proper coding of leave time. If the Business Manager is unable to

obtain guidance from the Risk Manager within two (2) working days of receiving a Report from the Personnel Unit, he/she shall record all associated on-the-job leave time as “4850 Time” until he/she receives direction from the adjuster or the Risk Manager.

### Workers’ Compensation Adjuster’s Responsibilities

Upon receipt of an on-the-job injury or illness claim that has been denied by the County’s Risk Manager, the adjuster shall render, within fourteen (14) working days, a preliminary determination on the validity of the claim. If the adjuster finds the claim to be valid, he/she shall notify the Sheriff’s Business Manager within the fourteen (14) day time limit of his/her decision and the Business Manager shall submit the appropriate payroll adjustment forms requesting the Auditor-Controller/Treasurer-Tax Collector to reinstate the employee’s Annual Leave and related benefits. If the adjuster determines the claim to be invalid, he/she shall conduct a standard investigation; all associated leave time of the employee shall continue to be recorded as “Annual Leave - O.J.I.”, sick leave, compensatory time off, or dock time depending on the employee’s situation pending the results of this investigation.

### Auditor-Controller/Treasurer-Tax Collector’s Responsibilities

Upon receipt of the appropriate “4850 Time” payroll adjustment forms from the Sheriff’s Business Manager, the Auditor-Controller/Treasurer-Tax Collector shall reinstate the employee’s leave balances and related benefits within three (3) work weeks of receiving the adjustment forms.

### Adjustments - Final Investigations

Once a work-related injury or illness claim is investigated by the County’s Workers’ Compensation adjuster and he/she determines that the injury or illness is not job connected and the employee has been on “4850 Time”, the adjuster shall notify the Sheriff’s Business Manager of his/her determination and the Business Manager shall submit the appropriate payroll adjustment forms to the Auditor-Controller/Treasurer-Tax Collector. The employee’s related time off shall be adjusted retroactively to reflect Annual Leave, sick leave, compensatory time off, or dock time. If dock time is recorded, the employee shall reimburse the County for such time that he/she was on 4850 status within the time limits established by the Auditor-Controller/Treasurer-Tax Collector.

If the adjuster determines that the injury/illness is job connected, he/she shall notify the Sheriff’s Business Manager of his/her determination and the Business Manager shall submit the appropriate payroll adjustment forms to the Auditor-Controller/Treasurer-Tax Collector. The employee’s leave balances and benefits shall be reinstated by the Auditor-Controller/Treasurer-Tax Collector within three (3) work weeks of receiving the adjustment forms.



## Continuing Therapy

Effective December 9, 2002, any employee who has received release to return to work from a validated work-related injury, but is required to receive continuing therapy as prescribed by the treating physician, shall be allowed to attend prescribed therapy on paid time without being compelled to use any accrued paid leave when such therapy sessions occur during the employee's regularly scheduled workday. The time approved for such therapy shall be reasonable and subject to verification/approval by department management. Every effort shall be made by the employee to minimize any impact on their work schedule. The County and the employee reserve all rights provided in California Labor Code. This provision is not grievable through the County Employee Grievance Procedure.

This provision shall be evaluated by the Sheriff-Coroner after one year to determine whether this provision shall continue. Any decision to discontinue the provision by the Sheriff-Coroner shall be final.

## **ARTICLE 14 - LIFE INSURANCE/LONG TERM DISABILITY INSURANCE**

The County agrees to offer term life and long term disability insurance at the option of individual employees. Such insurance is to 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.

## **ARTICLE 15 - FLEXIBLE SPENDING ACCOUNT**

During the term of this MOU, the County will automatically provide employees of this Association a "Flexible Spending Account". The Flexible Spending Account is offered pursuant to provisions of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance deductible, and child care services from pre-tax dollars. All costs associated with the enrollment and administration of this account will be paid by the County.

## **ARTICLE 16 - REPRESENTATION RIGHTS**

When the Association 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 Unit, that employee shall be given time off subject to the following:

- A. The employee representative shall submit a written request to the department head at least three (3) working days prior to the scheduled meeting.
- B. Reasonable time off shall be approved if it does not interfere with the performance of County services as determined by the department head.

## **ARTICLE 17 - ASSOCIATION 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 nor pay a service fee at the time of employment. A registry of signed forms shall be maintained in the Human Resources Department for Association review.

Members may withdraw only by forwarding, by registered mail, notice of revocation of authority to withhold dues to the Association and by filing a withdrawal card at the same time according to procedures specified by the County during the full calendar month immediately preceding the expiration date of this MOU, 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 other monies as may be agreed upon between the County and the Association 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 Association 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 Association 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.

The Association shall be afforded full opportunity to meet and discuss membership with new employees employed in job classifications represented by the Bargaining Unit, at a time mutually agreed upon between the department head and the Association.

## **ARTICLE 18 - ANNUAL LEAVE/VACATION AND SICK LEAVE**

Employees hired prior to December 14, 1998, shall continue to accrue/use Annual Leave as set forth in the Fresno County Salary Resolution, Section 600.

Employees hired after December 14, 1998, shall continue to accrue/use Vacation and Sick Leave as set forth in the Fresno County Salary Resolution, Section 700.

## **ARTICLE 19 - VACATION AND SICK LEAVE**

The Association agrees to drop the issue of vacation and sick leave from its pending lawsuit pertaining to the payment of accrued annual leave hours. This lawsuit was filed on September 20, 2001, and is identified as Superior Court Case No. 01CECG01042.

The following is an outline of provisions relating to a vacation and sick leave program for employees hired after December 13, 1998. (These employees will not be eligible to accrue Annual Leave.) For specific details pertaining to vacation and sick leave, refer to Fresno County Salary Resolution Section 700.

1. Vacation Leave Accrual:

- a. Employees with 0 through 78 pay periods, from 0 to 3 years, shall accrue vacation at the rate of 3.70 hours per pay period. Employees within this category will only be allowed to accrue up to 260 hours of vacation time. There will be no accrual of vacation time beyond 260 hours.
- b. Employees with 79 through 260 pay periods, from 3 to 10 years, shall accrue vacation at the rate of 4.62 hours per pay period. Employees within this category will only be allowed to accrue up to 280 hours of vacation time. There will be no accrual of vacation time beyond 280 hours.
- c. Employees with 261 through 390 pay periods, from 10 to 15 years, shall accrue vacation at the rate of 6.15 hours per pay period. Employees within this category will only be allowed to accrue up to 300 hours of vacation time. There will be no accrual of vacation time beyond 300 hours.
- d. Employees with 391 through 520 pay periods, from 15 to 20 years, shall accrue vacation at the rate of 6.77 hours per pay period. Employees within this category will only be allowed to accrue up to 320 hours of vacation time. There will be no accrual of vacation time beyond 320 hours.
- e. After completion of the 520th pay period, and beginning with the 21<sup>st</sup> year, accrual shall be at the rate of an additional 4 hours of vacation time per year for each additional 26 pay periods of continuous service. Employees within this category will only be allowed to accrue up to 320 hours of vacation time. There will be no accrual of vacation time beyond 320 hours.
- f. Employees shall be eligible for cash pay off of accrued vacation time at the time of separation at the employee's then current base hourly rate.
- g. Employees will only be permitted to use vacation hours beginning with the 2nd pay period of employment.
- h. Employees shall not be required to use a minimum number of vacation hours (e.g., 120 hours) during a payroll year.

2. Sick Leave Accrual:

- a. Employees shall accrue sick leave at the rate of 4.0 hours per pay period.
- b. There shall be unlimited accrual of sick leave. However, there will be no cash value for accumulated sick leave hours. Unused sick leave may be used for retirement service credit purposes.

3. Other Components:

- a. A catastrophic illness donation program when an employee has or is about to exhaust all accumulated paid time off, as currently administered.
- b. Integration of paid time off with workers' compensation and disability plan where applicable.
- c. Employees employed in permanent regular continuous part-time service shall participate in the vacation and sick leave program on a prorated basis.
- d. Employees shall be permitted to use vacation hours in place of sick leave. Such use of vacation hours will be recorded accordingly.
- e. Sick leave may be used as follows:
  - 1) A bona fide illness or injury of an employee or family member as established by law (i.e., FMLA and CFRA).
  - 2) Any FMLA and/or CFRA qualifying leave (e.g. to stay home with a child either newly born or newly placed with the employee for adoption or foster care).
  - 3) Medical, dental or eye care consultations of an employee or family member.
  - 4) Physical incapacity for the purpose of work caused or contributed to by pregnancy or the recovery therefrom.
  - 5) Consistent with No. 3. b. above (Integration).

**ARTICLE 20 - BEREAVEMENT LEAVE**

Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of twenty-four (24) hours (to begin no later than 15 working days after notification and, if non consecutive, to conclude no later than 30 calendar days from notification) per bereavement for the death of a qualifying relative. A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, father, brother, sister, child (including California Health and Safety Code, Section 102950), grandmother, grandfather, or grandchild. Also qualifying shall be an employee's corresponding relative through their legally recognized spouse: spouse's mother, spouse's father, spouse's brother, spouse's sister, spouse's child (including California Health and Safety Code, Section 102950), spouse's grandmother, spouse's grandfather, or spouse's grandchild. Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled, but not worked.

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 shall, 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 21 - HOLIDAYS**

### **Defined**

Except as noted below, whenever the dates listed below fall within the normal workweek of Monday through Friday, they shall be considered holidays, and all employees occupying permanent positions shall be entitled to take the same, up to a maximum of eight (8) hours without deduction in pay therefore. Except as noted below, whenever the dates listed below fall on either a Saturday or Sunday, they shall not be considered as holidays for County employee benefit purposes regardless of whether or not the employee actually works on that day.

For employees working in a work unit which routinely remains open seven (7) days a week, only the actual days upon which the dates listed below fall shall be considered paid holidays. The Friday immediately preceding or the Monday immediately following January 1, March 31, July 4, November 11, or December 25 is not a County-paid holiday for these employees.

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

### **Holiday Pay Eligibility**

Employees shall be paid for holiday pay only if they are at work or on an approved paid leave (annual leave, sick leave, CTO, Holiday time, etc.) 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 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.

### Holiday Worked

Whenever an employee is required to work on a holiday and is eligible for holiday pay as listed herein, the time so worked shall be compensated at the rate of two and one-half (2½) times the employee's hourly rate of pay, as defined in the Overtime Pay article of this MOU, for the first eight (8) hours worked and at time and one-half (1½) the employee's hourly rate of pay for all subsequent hours worked on the holiday. In lieu of the two and one-half (2½) time holiday compensation, an employee can choose to receive holiday credit equal to the number of hours worked on a holiday up to eight (8) and compensation of time and one-half (1½) for all hours worked on a holiday. If an employee is not eligible for holiday pay as provided herein, the employee shall only be entitled to compensation at the rate of time and one-half (1½) for all hours worked on a holiday as listed herein. Holiday hours to be paid 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 FLSA overtime in the FLSA work period.

Holiday compensation can be received in cash or CTO. If CTO is elected by the employee, it shall be included in the maximum accrual balance for CTO as specified in the Overtime Pay article of this MOU.

### Holiday Accrual - Alternative Workweek

Employees in permanent positions who are working an alternative workweek, such as the four (4) day workweek, ten (10) hours per day, shall be credited with a maximum of eight (8) hours of holiday time earned for holidays worked and with a maximum of eight (8) hours holiday time credited for a holiday off.

### Holidays Falling on Days Off

Except as herein provided to the contrary, an employee shall be credited with up to eight (8) hours of holiday time for a holiday falling on his/her regular day off.

### Holiday Accrual - Retirement Credit

When an employee covered by this MOU accrues a Holiday pursuant to this MOU, such time shall be counted towards final compensation for retirement purposes at the time the Holiday is accrued. For purposes of retroactivity for current employees, the period that employees may choose to ask the Retirement Office to go back and calculate Holiday accrual, is at least two (2) years from the effective date of this MOU. (The parties agree to meet and confer prior to implementation of this provision.)

## Court Holidays

No Deputy Sheriff I – Court Services assigned to work in the County Courts shall be required to take a court holiday off on annual leave, CTO or holiday time without the Deputy's consent. In such instances, the Deputy shall, upon request, be reassigned to other Deputy Sheriff duties for that day.

## **ARTICLE 22 - CALIFORNIA CLASS "B" DRIVER'S LICENSE**

The County shall reimburse each employee who is required after employment to obtain a Class "B" California Driver's License with any required endorsements the initial cost of obtaining the license and the renewal cost of said license. Any medical examinations which are required to obtain/maintain a Class "B" Driver's License with any required endorsements will be performed by the County at no charge to the employee.

New employees hired into a job classification requiring a Class "B" California Driver's License as a condition of employment are required to maintain the license at their own expense.

## **ARTICLE 23 - 4/10 WORKWEEK - PATROL DIVISION**

The Sheriff-Coroner recognizes the advantages, benefits, and importance of the 4/10 workweek. Based on the recommendation and approval of the Sheriff-Coroner, 4/10 workweek scheduling shall continue during the term of this MOU for uniformed, field personnel assigned to Patrol.

However, the Sheriff-Coroner shall have the prerogative to discontinue said 4/10 scheduling in the event of severe staffing shortages that may arise during the term of this MOU. In the event such a decision appears imminent, the parties shall meet and confer on the impact of the change.

When satisfactory improvement of staffing level has occurred, as determined by the Sheriff-Coroner, the 4/10 work week shall be reinstated.

## **ARTICLE 24 - ALTERNATIVE WORK SCHEDULES**

The parties agree that any existing alternative work schedules shall continue under the same terms and conditions as detailed in the specific sideletter agreements. With the exception of the 4/10 Patrol Division workweek, at the request of either the County or the Association, the parties agree to meet and confer over alternative work schedules.

However, with exception of the 4/10 Patrol Division workweek, the department head shall have the prerogative to discontinue alternative work schedules in the event of severe staffing shortages that may arise during the term of this MOU. In the event such a decision appears imminent, the parties shall meet and confer on the impact of the change.

## **ARTICLE 25 - SHIFT/RDO FLEX**

The parties agree the settlement agreement executed on June 25, 2002, shall govern regarding the flexing of Regular Days Off (RDO). (See Attachment)

## **ARTICLE 26 - NOTICE OF SCHEDULE CHANGES/CANCELLATION OF VACATION DAYS**

1. Notice of Schedule Changes - Each supervisor and manager shall give employees at least two weeks notice, unless it is not possible or operational needs make this not feasible as determined by the Sheriff-Coroner, when changing an employee's regular days off, work hours and/or when canceling an employee's requested time off to meet departmental needs.
2. Cancellation of Vacation Days - Two weeks notice shall be given for cancellation of annual prescheduled vacation time, unless it is not possible or operational needs make this not feasible as determined by the Sheriff-Coroner.

## **ARTICLE 27 - SAFETY EQUIPMENT**

1. All peace officer incumbents in the Sheriff's Department shall be issued either a cleaned or new "ballistic vest" and a cleaned or new "raid jacket".
2. Ballistic vests shall be of a style and manufacture as determined solely by the Sheriff-Coroner.
3. Raid jackets shall be of a style and manufacture as determined solely by the Sheriff-Coroner.
4. Identifying emblems, insignia, etc., for raid jackets shall be as specified at the sole discretion of the Sheriff-Coroner.
5. Ballistic vests and raid jackets, when issued, become the responsibility of the individual employee to retain and maintain. The employee must, upon separation for any reason from a deputized position, return the ballistic vest and raid jacket to the department head. Employees who are unable to produce their ballistic vest and raid jacket for either return or inspection purposes shall have the full cost of a replacement deducted from their next regular paycheck.

## **ARTICLE 28 - TAKE HOME PATROL VEHICLE PROGRAM**

The Take Home Patrol Vehicle Program for Deputy Sheriff's, as is detailed in Sheriff's Department Policy, shall continue through the term of the MOU under the following terms and conditions:

1. At the request of the Fresno Deputy Sheriff's Association, the County of Fresno agrees to continue the Take Home Patrol Vehicle Program. The FDSA acknowledges that when the Take Home Patrol Vehicle Program was incorporated into the MOU, as stated



in the Sheriff's Department Policy, the employees in the Take Home Program participated voluntarily and without compensation for travel time to and from work(except as set forth in the Sheriff's Department Take Home Patrol Vehicle Policy). The Program has never changed in those respects. Nothing herein shall be deemed a waiver of any claims that are pending in the federal lawsuit of *Espinoza, et al v. Fresno County* (Civil Case No: 107-cv-01145-OWW-SMS), and nothing contained in this Article or discussed during the 2007-2008 negotiation process shall be used by either party as evidence in the above-mentioned lawsuit. Furthermore, the parties agree that previous MOU articles and the discussions surrounding prior negotiations may be used in the aforementioned lawsuit.

2. Deputy Sheriffs assigned to Patrol only (excluding the Hospital assignment) shall be provided take home patrol vehicles. If a Deputy Sheriff is reassigned to an assignment outside of Patrol, the Deputy Sheriff will not be provided a take home patrol vehicle. Assignments that are not eligible for the Take Home Patrol Vehicle Program include, but are not limited to, the Hospital, Courts, Jail, and Air Support. Other assignments may be subject to the Home Garaging program.
3. Take Home Patrol Vehicle privileges may be revoked at the discretion of Sheriff's Management for any individual Deputy Sheriff when vehicle privileges have been abused.
4. The Take Home Patrol Vehicle Program for Deputy Sheriff's, as is detailed in Sheriff's Department Policy, shall govern and shall be referenced in the MOU, however, the policy is not incorporated by mere reference and the details are subject to change during the term of the MOU consistent with BOS policy and Sheriff's department needs, subject to meeting and conferring with FDSA prior to finalizing any changes.

### **ARTICLE 29 - CANINE HANDLERS**

The parties agree that a Deputy Sheriff assigned to handle a canine used for law enforcement duties is required to and is responsible for the general care, grooming and home kenneling of the canine, and that such activities are compensated as described below.

#### **Definitions**

"Home kenneling" is understood to be the maintenance of the canine at the home or residence of a Deputy Sheriff, and shall include grooming time. "Grooming time" is understood to mean all the activities specifically related to the care and maintenance of the canine at the residence, including feeding, exercising, cleaning of the home kennel and any County vehicle involved in transportation, and bonding with the canine. Grooming time shall not include time spent in formal training and time spent in routine and/or emergency veterinary care.

### Compensation

The parties agree that Deputy Sheriffs assigned canines for home kenneling shall be compensated for grooming time conducted outside of the hours of the Deputy's normal shift. All such grooming time shall be compensated at the rate of time and one-half (1½) the Deputy's base hourly rate of pay, unless the actual hours worked exceed 86 hours in a work period. Under FLSA provisions, if such hours plus all other hours actually worked exceed 86 hours in a work period, the compensation shall be at the rate of time and one-half (1½) the employee's regular hourly rate. CTO may be elected subject to the 60 hour maximum.

"Grooming time" shall not be considered scheduled work for purposes of invoking the double time provision.

### Home Garaging

Each handler shall be assigned a vehicle specifically equipped for canine duty, which shall be kept at the handler's place of residence and be utilized to transport the canine to and from duty.

### County's Responsibility

The County shall install kennels at the homes of canine handlers at no expense to the handler.

The County shall continue to pay for all food and veterinary care for the canines, as well as all other equipment related to training, grooming and safety as required by the Fresno Sheriff's Department Canine Manual and any additional equipment deemed necessary by the Sheriff's Department.

### Continuation of Canine Program

The County may reduce the number of canines or eliminate the canine program at any time.

## **ARTICLE 30 - OUT-OF-RANK ASSIGNMENTS**

Out-of-rank assignments shall be governed by the Fresno County Salary Resolution, Section 400, Subsection 413.9, Special Salary Upgrading.

Nothing in this article shall be construed as limiting Management's authority to make temporary assignments for the purposes of vacation relief or meeting emergencies; however, emergency assignments shall not extend beyond a period of such emergencies.

Any Deputy Sheriff I – Court Services, II, III, or Community Service Officer temporarily assigned as a "training officer" by Sheriff's Management to orient new personnel while on initial probationary period or when reassigned to a different work unit shall be compensated an additional five percent (5%) of base salary for actual hours worked as a "training officer".

Deputy Sheriff IVs shall not be eligible for this differential since this type of assignment is considered a part of routine job duties.

Communication Dispatcher I/II/IIIs who are assigned by the Sheriff-Coroner to train newly hired dispatchers shall be paid, in addition to their base compensation, thirty-five and no/100 dollars (\$35.00) per pay period for the duration of said training assignment. Communication Dispatcher I/II/IIIs shall only be used by the Sheriff-Coroner to train new hires when there are no qualified Communication Dispatcher Specialists on a given watch who can assume the training responsibilities.

### **ARTICLE 31 - COUNTY VEHICLE ASSIGNMENTS/HOME-GARAGING**

The application process for assignment of County vehicles is contained in the Fresno County Administrative Code and must be followed in order to receive consideration for either permanent assignments or home-garaging privileges.

The County has made clear its intent that a strict application of the criteria listed below by reviewing parties is necessary to assure the maximum efficiency and economy of County operations.

Permanent assignment must be based on the following:

1. On-the-job utilization of at least 1,000 miles per month.
2. The need to transport specialized equipment not easily transferred between vehicles.

Residence-garaging requires that one of the following criteria be met:

1. The requirement to respond to an average of six (6) or more after-hour emergency calls per month requiring a vehicle.
2. The requirement to report directly to the field or depart very late from the field at least four (4) days per week.
3. The requirement for a specially equipped vehicle for after-hours emergency calls (frequency specified in No. 1 immediately above).

The Fresno County Administrative Code provides that the County Administrative Officer shall make the final decision regarding permanent assignment and residence-garaging. The County Administrative Officer shall also make the final decision regarding the total number of vehicles at any time assigned within a department, the total number of those vehicles allocated for permanent assignment, and for residence-garaging. The County Administrative Officer may determine it to be operationally necessary to reallocate a County vehicle permanently assigned or residence-garaged at any time.

The parties agree that in individual instances factual information relating to the criteria specified in the Administrative Code may be unclear. In order to assure clarity, the following procedure shall apply:

When either an application for permanent vehicle assignment of residence-garaging has been denied or revoked, the affected employee is entitled to an impartial review of the employee's vehicle use as it relates to the appropriate criteria or criterion described above. For this extraordinary purpose, the procedures described in Step 3 of the County Employee Grievance Procedure shall be used upon request of the affected employee. If a grievance committee is appointed to review the matter, it shall only find in the employee's favor if the employee has presented unmistakably clear data that the appropriate criteria or criterion has been met. In making its decisions, the committee must also consider the total number of vehicles specifically allocated by the County Administrative Officer for permanent assignment and residence-garaging privileges within the Sheriff's Department.

### **ARTICLE 32 - TRAINING SESSIONS**

The County agrees to conduct those regularly scheduled range training sessions, and related training that can be accommodated during such sessions, during the normal working hours of those required to attend. The Sheriff-Coroner retains the right to schedule any training class, including range training, outside the employee's normal working hours and all such training shall be at the discretion of the Sheriff-Coroner.

### **ARTICLE 33 - HEPATITIS VACCINATION**

The County and the Association recognizes that employees assigned to the classifications of Deputy Sheriff I - Court Services, Deputy Sheriff I – Recruit, Deputy Sheriff II-IV; Deputy Coroner I/II; Identification Technician I-IV; and Criminalist I-Specialist are subject to a greater occupational risk of exposure to Hepatitis - B than other employees represented by Bargaining Unit 1.

To minimize the contraction of hepatitis, all personnel assigned to the above-mentioned classifications shall be screened to determine if the hepatitis vaccination will be of medical benefit to the employee. Newly hired employees entering these classifications must complete the screening and vaccination processes within ninety (90) days following date of hire. If it is determined to be of benefit, the employee shall receive the necessary vaccinations at the County's expense. The above screening and vaccination process will be administered through County facilities, unless referred by County Administrative Office.

### **ARTICLE 34 - REFERENCE MATERIALS**

Annually, each January during the term of this MOU, the Sheriff-Coroner will provide all sworn personnel, who are required to use the Penal Code on the job as determined by the Sheriff-Coroner, a current edition of the California Penal Code and related laws.

Annually, each October during the term of this MOU, the Association will inform the Sheriff's Captain over patrol of the edition style (paperbound or hardbound) to be purchased by division. The Sheriff-Coroner will determine the edition manufacturer.

This Penal Code shall be the personal responsibility of each sworn personnel to whom issued and shall be returned to the Sheriff's Department upon resignation, termination, or transfer or reassignment to a position or assignment not requiring the use of the Code on the job as determined by the Sheriff-Coroner. Should an individual misplace or lose the Code copy, that individual will reimburse the Sheriff's Department for same at rate then current.

### **ARTICLE 35 - MENTAL HEALTH SERVICES**

The County shall continue to provide the same level of professional mental health services to Sheriff's personnel and their families. These services will be provided by a contractor instead of a County employee.

The County, effective as soon as practicable, agrees to provide the same level of professional mental health services to Deputy Coroner's and their families as is currently being provided to other Unit 1 classifications.

### **ARTICLE 36 - DEPUTY CORONER FUNCTIONS**

Deputy Sheriff's shall not be required to perform Deputy Coroner services. Deputy Sheriffs shall have the right to refuse to perform Coroner duties except in emergency situations as determined by the Sheriff-Coroner.

### **ARTICLE 37 - SPECIAL PROVISIONS - DEPUTY CORONER**

#### **1. Shift Changes - Advance Notice Sheriff-Coroner's Office**

Two (2) week's advance notice of any shift changes shall be provided to incumbents of the classifications of Deputy Coroner I and Deputy Coroner II except in emergencies as determined by the department head.

#### **2. Training**

The Sheriff-Coroner's Office is committed to maintaining a well trained work force. The Sheriff-Coroner shall provide all Deputy Coroner I/II incumbents with Coroner Basic Training Academy and P.C. 832 course of instruction during their first year of employment. Deputy Coroner I/II incumbents are required to complete and successfully pass this training during their first year of employment. Additionally, the Sheriff-Coroner shall make available such training which would benefit Deputy Coroner I/II incumbents and enhance job knowledge and performance.

#### **3. Equipment/Gear**

The County shall continue to provide, as determined by the Sheriff-Coroner, the equipment/gear necessary to conduct the job duties associated with the Deputy Coroner classification series.

## **ARTICLE 38 - 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 Section shall be construed to obligate the County in any way.
- C. 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.
- D. 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.
- E. In the exercise of its rights, the County shall not require an employee to perform an act or acts contrary to licensing law.
- F. This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the right of the County to determine.
- G. Nothing in this section shall abridge any rights guaranteed employees pursuant to the Peace Officers' Procedural Bill of Rights Act (Government Code Section 3300 et seq.).
- 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 as specified in County Ordinance Code Chapter 2.44, including the suspension of portions or all of this MOU for the period of emergency as determined by the County;
12. exercise complete control and discretion over its organization and the technology to perform its work;
13. make rules and regulations pertaining to employees consistent with this MOU;
14. make all financial and budgetary decisions;
15. establish, allocate, schedule, assign, modify, change, and discontinue workshifts and working hours and work weeks;
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 39 - ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT-BOMB TECHNICIAN**

The County shall provide a Fifty-Thousand Dollar (\$50,000) accidental death or dismemberment benefit to each Sheriff's Department bomb technician who is injured as a result of an exposure to an explosive ordinance while on an E.O.D. The dismemberment component of this benefit shall be structured to provide a graduated payout based on injury up to a maximum of Fifty-Thousand Dollars (\$50,000).

This benefit will be administered through the County's Risk Management Division.

#### **ARTICLE 40 - CONTINUITY OF OPERATIONS**

Continuous and uninterrupted service to the citizens of the County and orderly employee/employer relations between the County and its employees are essential considerations of this MOU. Therefore, the Association agrees on behalf of itself and those County employees which it represents, both individually and collectively, there shall not be any strikes, work stoppages, sitdowns, sickouts, speed-ups, or 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 during the life of this MOU.

### **ARTICLE 41 - COMPUTER PROGRAMMING MODIFICATIONS**

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

### **ARTICLE 42 - FAIR LABOR STANDARDS ACT**

Provisions of this MOU have been drafted to bring the parties' agreement regarding overtime into compliance with the FLSA. If, during the course of this MOU, legislation or a court decision makes the provisions of the FLSA no longer applicable to the County, the parties hereby agree that the provisions of these Articles shall continue in effect.

### **ARTICLE 43 - PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS APPEAL PROCEDURE - SHERIFF'S DEPARTMENT**

- I. Employees to Whom Applicable - This procedure is applicable to employees in the following classifications:
  - A. Deputy Sheriff II/III/IV
  - B. Deputy Sheriff I – Court Services
- II. Appealable Actions - This procedure may be used when an employee whose classification is listed in (I) above alleges one of the following actions has occurred and the employee wishes to appeal under Government Code Section 3300 et seq.:
  - A. Receipt of a written reprimand.
  - B. Reduction in salary through an action taken that is not appealable under Personnel Rule 10.
  - B. Denial of promotion on grounds other than merit.
  - C. Reassignment for purposes of punishment.
- III. Appeal Procedure - Following are the steps an employee is to follow in order to secure a hearing as provided under Government Code Section 3300 et seq.:
  - A. The affected employee shall submit a request in writing for a hearing no later than ten (10) calendar days following formal notification that an action described in (II) above has been or will be taken. The request is to be addressed to the Administrative Captain responsible for administrative matters in the Sheriff's



Department. Failure to timely request a hearing is waiver of the right to a hearing, and the Sheriff may take the action proposed in the notice without further employee notice.

- B. Within ten (10) calendar days of receipt of the request for a hearing, the Administrative Captain shall request a list of five (5) arbitrators from the California Department of Industrial Relations Conciliation Service. Sheriff's Management and the employee shall select the arbitrator from this list by "striking" within ten (10) calendar days of receiving the list. The arbitrator's fees shall be equally shared by the employee and the Sheriff's Department.
- C. The arbitrator shall schedule and conduct the hearing within thirty (30) calendar days of the notification of selection by the Administrative Captain. An extension up to, but not exceeding, thirty (30) calendar days may be granted by the arbitrator.
- D. The conduct of the hearing shall be informal; rules of evidence shall not apply. Except as provided below, the specific conduct of the hearing shall be as determined by the hearing officer. The following rules shall apply in each hearing:
  - 1. The arbitrator may compel witnesses to appear on behalf of the employee.
  - 2. Either party may have representation of his/her choice at the hearing.
  - 3. Only witnesses employed by the Sheriff's Department and authorized to testify by Sheriff's Management on behalf of the Sheriff-Coroner shall be compensated in accordance with the Unit 1 MOU.
  - 4. Either party may use an audio recording device to record the hearing proceedings.
  - 5. The arbitrator shall issue findings and a decision within ten (10) calendar days of the hearing, unless all parties agree to a later date. The decision of the arbitrator is advisory to the Sheriff-Coroner who shall make the final decision. The decision of the arbitrator may, if the arbitrator deems it appropriate, incorporate a recommendation for relief or appropriate corrective action.

**ARTICLE 44 - TIER II GENERAL/MISCELLANEOUS AND TIER II SAFETY  
RETIREMENT PLAN - MANDATORY**

Effective February 27, 2006, the County of Fresno and the Fresno Deputy Sheriff's Association agree that any employee hired into a permanent position in a general/miscellaneous classification covered by this MOU shall be enrolled into the Tier II General/Miscellaneous Retirement Plan as follows:

- Tier II General/Miscellaneous – G.C. 31676.16 (2% at 55 years of age)

Any employee hired between February 27, 2006 and June 10, 2012, into a permanent position in a safety classification covered by this MOU shall be enrolled into the Tier II Safety Retirement Plan as follows:

- Tier II Safety – G.C. 31664.2 (3% at 55 years of age)

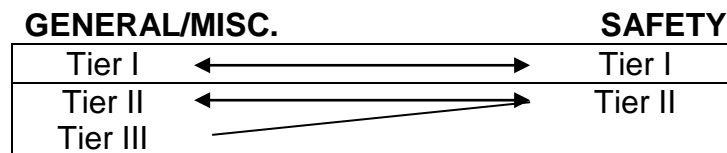
The vested “health benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000, shall be extended to employees enrolled in Tier II General/Miscellaneous or Tier II Safety.

Any employee occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position represented by the Fresno Deputy Sheriff's Association, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any employee occupying a permanent position represented by the Fresno Deputy Sheriff's Association, who promotes, demotes or transfers into a permanent position that is represented or unrepresented, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any employee occupying a permanent position who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin; Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

### CORRESPONDING TIERS



NOTE: Employees initially enrolled in Tier III General/Miscellaneous who become enrolled in Tier II Safety and subsequently return to a permanent position in a General/Miscellaneous classification shall be re-enrolled into Tier III General/Miscellaneous.

Any employee who deferred retirement prior to the December 15, 2000, Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I General/Miscellaneous or Tier I Safety. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral.

The foregoing summary of Tier II General/Miscellaneous and Tier II Safety Retirement Plan - Mandatory is for the parties' general reference, and does not modify the County Board resolutions or County ordinances which established the tiers.

**ARTICLE 45 -- TIER IV GENERAL RETIREMENT PLAN – MANDATORY – [THREE (3) YEAR AVERAGE]**

Any employee newly hired into a permanent position between June 11, 2012, and December 23, 2012, in a General/Miscellaneous classification represented by the Fresno Deputy Sheriff’s Association – Unit 1 (Law Enforcement Personnel), shall be enrolled pursuant to the following sections of the County Employees Retirement Law of 1937 (Tier IV):

- GC 31676.1 – 1.67% @ 57½; 2% @ 61; 2.43% @ 65
- GC 31621 – Default Member Contribution Code
- GC 31462 – 3 year average for final compensation
- 0 (zero) Cost of Living

The “Settlement Health Benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000 shall not be extended to employees enrolled in General/Miscellaneous Tier IV.

Any employee occupying a permanent position who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin; Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

**CORRESPONDING TIERS**

<b>GENERAL/MISC.</b>		<b>SAFETY</b>
Tier I	←————→	Tier I
Tier II	←————→	Tier II
Tier III	←————→	
Tier IV	←————→	Tier IV

NOTE: Employees initially enrolled in Tier III General/Miscellaneous who become enrolled in Tier II Safety and subsequently return to a permanent position in a General/Miscellaneous classification shall be re-enrolled into Tier III General/Miscellaneous.

Any employee who deferred retirement prior to the December 15, 2000, Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I General/Miscellaneous or Tier I Safety. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral.

The foregoing summary of Tier IV General/Miscellaneous Retirement Plan – Mandatory is for the parties’ general reference and does not modify the County Board Resolution or County Ordinances which established this tier.

**ARTICLE 46 –TIER IV SAFETY RETIREMENT PLAN - MANDATORY**

Any employee newly hired into a permanent position between June 11, 2012, and December 23, 2012, in a safety classification covered by this MOU shall be enrolled into the Tier IV Safety Retirement Plan as follows:

- G.C. 31664 – 2.00% @ age 50; 2.62% @ age 55
- G.C. 31639.25 – Default Member Contribution
- G.C. 31462 - 3 year average for final compensation
- 0% Cost of Living

The vested “health benefit” (currently \$3.00 per year of service) resulting from the Settlement Agreement (Fresno County Superior Court Cases 605588-3, 608028-7 and 634171-3) [see Section 9] entered into judgment on December 15, 2000, shall be extended to employees enrolled in Tier IV Safety.

Any Safety member occupying a permanent position that is represented or unrepresented, who promotes, demotes or transfers into a permanent position in a Safety classification represented by the Fresno Deputy Sheriff's Association, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any Safety member occupying a permanent position represented by the Fresno Deputy Sheriff's Association, who promotes, demotes or transfers into a permanent position in a Safety classification that is represented or unrepresented, shall continue under the retirement tier in which they were enrolled immediately prior to their promotion, demotion or transfer.

Any employee occupying a permanent position who promotes, demotes or transfers from a Safety classification to a General/Miscellaneous classification, or vice versa, shall be enrolled in the corresponding retirement tier (e.g., Tier I Safety membership shall end and Tier I General/Miscellaneous membership shall begin; Tier II Safety membership shall end and Tier II General/Miscellaneous membership shall begin).

**CORRESPONDING TIERS**

<b>GENERAL/MISC.</b>		<b>SAFETY</b>	
Tier I	←————→	Tier I	
Tier II	←————→	Tier II	
Tier III			
Tier IV	←————→	Tier IV	

NOTE: Employees initially enrolled in Tier III General/Miscellaneous who become enrolled in Tier II Safety and subsequently return to a permanent position in a General/Miscellaneous classification shall be re-enrolled into Tier III General/Miscellaneous.

Any employee who deferred retirement prior to the December 15, 2000, Ventura II settlement agreement who subsequently rejoins the retirement association shall be enrolled in Tier I General/Miscellaneous or Tier I Safety. Any other employee who defers retirement and subsequently rejoins the retirement association shall continue under the retirement tier he or she was enrolled in prior to deferral.

The foregoing summary of Tier IV Safety Retirement Plan – Mandatory is for the parties’ general reference and does not modify the County Board Resolution or County Ordinances which establish this tier.

#### **ARTICLE 47 - TIER V GENERAL RETIREMENT PLAN (PEPRA) – MANDATORY**

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

Consistent with PEPRA, the exception to being enrolled into General Tier V for any employee newly hired on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, is an individual who was previously employed by another public employer and was able to establish reciprocity with FCERA as specified in § 7522.02(c). In the case of reciprocity being established, the new employee would be enrolled into General Tier IV.

The foregoing information is only for the parties’ general reference.

#### **ARTICLE 48 - TIER V SAFETY RETIREMENT PLAN (PEPRA) – MANDATORY**

Pursuant to the California Public Employees’ Pension Reform Act of 2013 (“PEPRA;” AB 340, GC §§7522 et seq), any employee newly hired into a permanent position on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, shall be enrolled in the State mandated defined benefit retirement formula specified in Government Code § 7522.25(d) which is known as “Safety Option Plan Two,” and will be subject to all other retirement plan provisions as mandated by PEPRA. This state mandated retirement tier shall be known as the Tier V Safety Retirement Plan.

Consistent with PEPRA, the exception to being enrolled into Safety Tier V for any employee newly hired on or after December 24, 2012, who will become a new member of FCERA on or after January 1, 2013, is an individual who was previously employed by another public employer and was able to establish reciprocity with FCERA as specified in § 7522.02(c). In the case of reciprocity being established, the new employee would be enrolled into Safety Tier IV.

The foregoing information is only for the parties’ general reference.

## **ARTICLE 49 - EMPLOYEE GRIEVANCE PROCEDURE**

### 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 the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining a fair and equitable solution.

### Grievance Procedure

Before filing a grievance, be certain to read this entire procedure, including the rules and definitions.

- Step 1: When an employee becomes aware that a problem exists, the employee shall discuss the matter informally with the lowest ranking immediate supervisor whose job classification is not included in the same certified representation Unit. This discussion shall be sought by the employee not later than fourteen (14) calendar days after the alleged problem occurred or was discovered. The provisions outlined in Steps 2, 3 and 4 do not act to restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally.
- Step 2: If within seven (7) calendar days a mutually acceptable solution has not been reached during Step 1, and the employee wishes to pursue the grievance, the employee shall submit it in writing on the standard grievance form to the Department Head with a copy to the Human Resources Manager, Labor Relations Division, no later than the end of the seventh (7<sup>th</sup>) calendar day. The Department Head will give notice and hear the grievance and render a written decision within seven (7) calendar days of receipt of the formal grievance from the employee.
- Step 3: Grievances unresolved at Step 2 may be submitted to Mediation by mutual written agreement between the employee's representative and the Human Resources Manager of the Labor Relations Division within five (5) calendar days of receipt of that decision. If agreed, the parties shall obtain the services of a mediator from the California State Mediation and Conciliation Service in an effort to mediate grievance resolution before Step 4 is pursued. The parties shall not divulge in any form the offers made in mediation.
- Step 4: If the employee is dissatisfied with the decision of the Department Head, the employee may, within five (5) calendar days of receipt of that decision, or within five (5) days of the conclusion of mediation efforts, request that the grievance be presented to a grievance committee for review. Such request shall be submitted to the Human Resources Manager, Labor Relations Division. At this time, if the Human Resources Manager is unable to resolve the grievance informally within

five (5) calendar days, steps shall be initiated to convene a grievance committee which shall meet to hear the matter at the earliest possible date. The committee shall state in writing its factual findings and reasons for its decision.

NOTE: The parties may, by mutual agreement, proceed immediately to Step 4 of the grievance procedure.

Notwithstanding the foregoing, if the grievance relates to the interpretation or application of a statute, ordinance or written policy of the Board of Supervisors, and the employee is dissatisfied with the decision of the Department Head, upon request of the employee within the time above-stated, the Department Head shall request the opinion of the County Counsel thereon, whose opinion shall be final.

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 Supervisors' action, the recommendation shall 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.

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.

### Explanation of Rules

1. Except where a remedy is otherwise provided for by County Charter, Civil Service Commission rules, or law, any employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee's choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the Department Head, as provided in Step 2 of the grievance procedure.

4. The processing of a grievance shall be considered as County business, and the employee and his representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions, the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
6. Failure of the aggrieved employee to file an appeal within the prescribed time limit without good cause for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits. Failure to do so without good cause shall be considered an automatic ruling in favor of the grievant in any instance where the Department Head would have had the authority to grant such settlement, as bestowed by County Charter, Ordinance, Board of Supervisors' Resolution, or other legal documents. No such ruling shall be considered precedent-setting.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. Standard grievance forms will be made available through the individual departments, the Human Resources Department, and each employee organization.
9. When two or more employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the Department Head. If the employees work in separate departments, the grievance shall be referred immediately for grievance committee decision.

### Definitions

County Administrative Officer - The County Administrative Officer or his/her designated representative.

Day/Calendar Day - A calendar 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.

When the time period for a given step in the grievance procedure ends on either a weekend or a holiday, it shall be automatically extended to the next regular County workday.

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

Employee - An individual occupying a position permanently allocated by the Board of Supervisors as a part of the regular staffing of the department.



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

1. The grievant shall select one 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 to the grievance.
2. The County Administrative Officer or his/her representative, who shall not be an employee of the same department as the grievant.
3. A representative selected by the above-mentioned members from a panel of five candidates submitted by the California Department of Industrial Relations Conciliation Service. Said member so selected shall serve as Chairperson, and the cost of the Chairperson shall be borne equally by both parties.

The parties may, by mutual agreement, select to have the grievance reviewed only by a representative selected from a panel of five candidates submitted by the California Department of Industrial Relations Conciliation Service. The cost of the member so selected shall be borne equally by both parties.

Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee, and who is not in a job classification in the same certified representation Unit as the grievant.

Representative - The person selected by the employee to appear along with the employee in the presentation of a grievance.

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 or Resolution of the Board of Supervisors, or of the written policies, administrative orders, or a clearly established lawful past practice of a department, relating to the employment of the individual; 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.

If a grievance is alleged relating to a past practice as specified above, the grievant must first establish that practice has existed, and if sustained, any decision relating to the grievance shall only apply to the specific grievance and shall not be considered as a precedent.

## **ARTICLE 50 - EXTENSION OF PAID MILITARY LEAVE**

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

## **ARTICLE 51 - LEAD WORKER ALLOWANCE – DEPUTY CORONER II**

Employees in the classification of Deputy Coroner II who are assigned by management to perform lead work involving assigning, reviewing and coordinating the work of employees shall receive an allowance of fifty dollars and no/100 (\$50) per pay period, pro-rated for the actual number of hours worked, not to exceed eighty (80) hours per pay period. There shall be no allowance paid during periods of annual leave, sick leave us and during holiday time off.

Persons designated by the department head to receive this allowance do so at the pleasure of the department head and assignment decisions designated or removing designations are not grievable or appealable to the Civil Service Commission, or subject to challenge in a court of law.

## **ARTICLE 52 - ASSOCIATION BUSINESS – FDSA**

The Association and County agree to establish a bank of leave hours to be used as paid time off in the conduct of Deputy Sheriff's Association business. This agreement is subject to the following conditions:

Effective the first pay period in February, the County shall calculate the amount of annual or vacation leave hours and/or fractions thereof (not to exceed seven (7) hours per employee and rounded to the nearest tenth of an hour only), necessary for deduction from the annual or vacation leave balances of each Unit 1 employee, that will equal in the aggregate a 3,000 hour bank. Because the number of employees in Unit 1 fluctuates, the parties recognize that the total bank of hours may range between 2,950 and 3,050 depending upon the number of employees as of the first pay period in February.

If the amount calculated in February is more than three and one-half (3½) hours, then the County shall deduct three and one-half (3½) hours from the annual or vacation leave balances of each Unit 1 employee effective the last pay period in February. The remaining amount (the difference between the calculated amount and the 3½ hours deducted in February) shall be deducted effective the last pay period in August.

If the amount calculated in February is less than three and one-half (3½) hours, then the County shall deduct the calculated amount from the annual or vacation leave balances of each Unit 1 employee effective the last pay period in February only.

The parties agree that all employees who have annual or vacation leave balances as of the first pay period in February shall donate the above specified hours. This includes individuals on Labor Code 4850 and other approved leaves of absence.

Hours from the bank may be used by representatives designated by the Association in the conduct of official Association business pursuant to a list provided by the Association. Individuals requesting time off for such use will do so in the same manner they request use of annual or vacation leave for other purposes and the time off will be granted or denied on the same basis that any other request for leave is granted or denied by management.

No one Association member, except the Association president, may use more than 500 hours. This condition shall be applicable during any February to February period.

The parties agree that effective January 30, 2006, the Association president shall be released on a paid, full-time basis for purposes of conducting Deputy Sheriff's Association business. The parties further agree that the Association president shall be paid through the utilization of the Association's bank of leave hours.

Hours deducted from employee balances shall not count toward the 120-hour mandatory annual leave usage requirement.

Association representatives using hours from the bank shall report such usage on their time sheets under an earn code specified by the County. The County assumes responsibility for assuring that hours used do not exceed those established in the bank annually.

#### **ARTICLE 53 - WAIVER CLAUSE**

The parties acknowledge that, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this MOU, or any other matter within the scope of negotiations, notwithstanding any other provisions of law to the contrary. Furthermore, the parties agree that neither party shall lobby the board of the other party regarding making changes on matters within the scope of negotiations that could occur during the term of the MOU.

#### **ARTICLE 54 - 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 55 - 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 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. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addendum, or sideletter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing County ordinances, rules, and regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the Board of Supervisors and other County boards and commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act.

### **ARTICLE 56 - MOU REOPENERS**

One time reopener effective no sooner than July 2018:

- a) Salary Survey: Salary survey for the following classifications:
- Community Service Officer
  - Crime Lab Personnel
  - Deputy Coroner
  - Identification Technician

Cost of the survey to be shared by the County of Fresno and FDSA if outside contracted vendor is selected. If there is a 5% differential in the agreed upon jurisdiction, then both sides will meet and agree on possible adjustment.

- b) Salary Comparison: County of Fresno top-Step Deputy Sheriff III will continually be compared to Top-Step of City of Fresno Police Officer through the term of the contract. If base salary for Deputy Sheriff III should go below that of a top step Police Officer, both parties agree they will meet and agree if changes or adjustments shall take place. This agreement is only for increases. If the salary were to decrease, there would be no reason to meet by either party. Any increases, if they should occur, both parties agree the salary will not exceed that of an addition 5%. Consideration will be given of recruitment and retention of Deputy Sheriffs at that time.
- c) Productive Hours: Study on impact of productive hours counting towards overtime pay for personnel in Unit 1 bargaining group. Study to be started and both sides will meet and agree of any changes.
- d) Return to Work Program: County and Unit 1 will meet to discuss the County's Return to Work Program and possible inclusion of Unit 1 personnel and/or working together to reduce workers' compensation costs and assist injured employees in recovery and in returning to work. Both sides will meet and agree of any changes.

- e) Detective Incentive: Detective Incentive Pay study on similar jurisdictions agreed to by the County of Fresno and FDSA. Both sides will meet and agree on any possible adjustments in this contract or future contracts.

**ARTICLE 57 - TERM OF MOU AND RENEGOTIATION**

This MOU shall be in effect from March 13, 2017, through December 15, 2019. The parties agree to begin negotiations on a successor MOU on or about September 2019.

COUNTY OF FRESNO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated 2/24/17

FRESNO DEPUTY  
SHERIFF'S ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated 2/24/17

ADDENDUM – SALARIES  
TO MEMORANDUM OF UNDERSTANDING FOR  
FRESNO DEPUTY SHERIFF’S ASSOCIATION - UNIT 1

5% salary increase effective July 3, 2017, as reflected below.

5% salary increase effective July 2, 2018, as reflected below.

5% salary increase effective July 1, 2019, as reflected below.

<u>Classification</u>	<u>Current Bi-Weekly Salary Range</u>	<u>Eff. 7/3/17</u>	<u>Eff. 7/2/18</u>	<u>Eff. 7/1/19</u>
Communications Dispatcher I	1467*	1540	1617	1698
Communications Dispatcher II	1582*	1661	1744	1831
Communications Dispatcher III	1708*	1793	1883	1977
Communications Dispatcher Specialist	1837*	1929	2025	2126
Community Service Officer	1166	1224	1285	1349
Criminalist I	1904	1999	2099	2204
Criminalist II	2544	2671	2805	2945
Criminalist Specialist	2736	2873	3017	3168
Deputy Coroner I	1689	1773	1862	1955
Deputy Coroner II	1857	1950	2048	2150
Deputy Sheriff I – Court Services	1704	1789	1878	1972
Deputy Sheriff I – Recruit	1704	1789	1878	1972
Deputy Sheriff II	2100	2205	2315	2431
Deputy Sheriff III	2288	2402	2522	2648
Deputy Sheriff IV	2483	2607	2737	2874
Forensic Autopsy Technician	1276	1340	1407	1477
Identification Technician I	1277	1341	1408	1478
Identification Technician II	1437	1509	1584	1663
Identification Technician III	1662	1745	1832	1924
Identification Technician IV	1789	1878	1972	2071
Rangemaster	1962	2060	2163	2271

\*Salary reflects a 10% increase effective on January 30, 2017 (approved by BOS on January 31, 2017)

ADDENDUM NO. 3  
TO MEMORANDUM OF UNDERSTANDING FOR  
FRESNO DEPUTY SHERIFF'S ASSOCIATION – UNIT 1  
(MOU Term: June 13, 2011 – December 8, 2013)

COURT SERVICES STAFFING

Deputy Sheriff and Community Service Officer Classification Series

The parties have met and conferred on the impact regarding the expanded use of the Deputy Sheriff II classification within Court Services and the utilization of the Community Service Officer classification within Court Services. This MOU addendum becomes effective on the date approved by the Board of Supervisors. Having met and conferred the parties agree to the following:

Deputy Sheriffs

1. The use of the Deputy Sheriff II classification will be expanded in Court Services at the earliest possible date as funding permits, as determined by the Sheriff.
2. Deputy Sheriff II incumbents may be assigned to Court Services, patrol, the jail or any other unit as determined by the Sheriff.
3. During FY 2001/2002, if funding permits as determined by the Sheriff, Deputy Sheriff I - Court Services incumbents may submit an application, after notice is posted by the Sheriff's Department, to promote through a departmental promotional process (see attached promotional process) to the Deputy Sheriff II classification. During FY 2001/2002 and subsequent fiscal years, the number of Deputy Sheriff I - Court Services that are eligible to promote to Deputy Sheriff II will depend on the available funding, as determined by the Sheriff.
4. Any Deputy Sheriff I - Court Services who is promoted to Deputy Sheriff II shall be required to serve a new one year probationary period. Any incumbent rejected during probation shall have the right to return to the I level if they had attained permanent status at that level. If permanent status was not attained at the I level, the incumbent would be terminated from County service.
5. Effective with the changes to the Fresno County Salary Resolution, Table of Positions, the Deputy Sheriff II will be the primary level at which future vacancies in the Deputy Sheriff classification series will be filled, as determined by the Sheriff.
6. The Deputy Sheriff I - Court Services classification will be retained until all current incumbents either promote or separate from County service.
7. It is the desire of the Sheriff that Deputy Sheriff I - Court Services incumbents promote to the Deputy Sheriff II classification and pass the required promotional process and subsequent Field Training Program (FTP). Unless waived by the Sheriff, those employees who do not successfully complete the FTP shall demote to Deputy Sheriff I - Court Services.
8. The classification specifications for the Deputy Sheriff I - Court Services and Deputy Sheriff II/III will be revised accordingly to incorporate the organizational changes.

9. This addendum supercedes the Deputy Sheriff I - Court Services section of the Career Development Plan Implementation Article and makes this section null and void.
10. Decisions made by the Sheriff relative to the status of funding and number of promotions or decisions to promote to Deputy Sheriff II in any given fiscal year are not appealable or grievable.

### Community Service Officers

1. The Community Service Officer classification will be used in the Court Services Unit to assist Deputy Sheriffs in maintaining public security in the Superior Court and performing general administrative support functions, effective on the date the Salary Resolution, Table of Position changes are approved by the Board of Supervisors.
2. The specifications for the Community Service Officer classification series will be revised accordingly to incorporate the organizational changes.

### Deputy Sheriff I – Court Services Promotion to Deputy Sheriff II Application Procedure

1. Deputy Sheriff I - Court Services who meet the minimum qualifications for Deputy Sheriff II may apply for promotion to Deputy Sheriff II by obtaining, from the Sheriff's Personnel Office, the form entitled "Deputy Sheriff II Statement of Qualifications".
  - a. Submit the completed document to the supervising sergeant for evaluation as to readiness for promotion.
2. The sergeant will return the application to the lieutenant within three (3) working days with the recommendation.
  - a. If the sergeant believes the applicant is qualified and his/her performance is acceptable, they will so indicate and forward the form to the appropriate lieutenant.
  - b. If the sergeant believes the applicant is not qualified or has performance deficiencies, they will so indicate in writing and forward the form to the lieutenant in the chain of command.
3. The lieutenant, upon receipt of the form, will review and carefully consider the total evaluation and,
  - a. Indicate concurrence with the sergeant's recommendation, or indicate that they do not concur and prepare a separate narrative form of explanation.
  - b. The lieutenant may overrule the sergeant in either direction, that is, they may recommend promotion when the sergeant feels it is not in order, or they may recommend against promotion when the sergeant is in favor of it. In either case, they must present a written explanation.
  - c. Forward the application to the Bureau Commander within three (3) working days.



4. The Bureau Commander will review the application and recommendations. The Bureau Commander and/or Sheriff will make the final decision and forward it to the Personnel section for appropriate processing.
5. Those Deputy Sheriff I – Court Services approved for promotion shall be ranked in seniority order (BA#) for purposes of processing. Seniority shall not determine the basis for promotion, but may be considered as part of the selection criteria. Seniority shall determine the order of processing once the employee has been approved for promotion.
6. Those Deputy Sheriff I – Court Services approved for promotion shall be required to serve a one-year probationary period. Any incumbent rejected during probation shall have the right to return to the Deputy Sheriff I – Court Services level if they have attained permanent status at that level. If permanent status has not been granted, the incumbent shall be terminated from County service.
7. In the event of rejection upon application for promotion, the applicant shall be given the opportunity to request an appeal before the reviewing lieutenant to offer facts in mitigation in support of the applicant. The appeal shall be in written form and must be requested by the applicant within three (3) working days of notification of rejection. Upon review, the lieutenant will either sustain the rejection, or forward a new, revised recommendation/application to the Bureau Commander. In either event, the applicant shall not be precluded from re-applying for subsequent openings in the Deputy Sheriff II classification.

ADDENDUM NO. 4  
TO MEMORANDUM OF UNDERSTANDING FOR  
FRESNO DEPUTY SHERIFF'S ASSOCIATION - UNIT 1  
(MOU Term: June 13, 2011 – December 8, 2013)

JAIL STAFFING AND WORK SCHEDULE ISSUES

The parties have met and conferred over the impact of implementing several staffing and work schedule changes within the Jail of the Sheriff's Department. Having met and conferred, the parties agree to the following Memorandum of Understanding (MOU) Addendum:

Effective Date

This MOU Addendum will become effective upon approval by the Board of Supervisors.

Deputy Sheriff's Classification Series

1. Effective June 24, 2002, 40 Deputy Sheriffs' positions will be assigned to the Jail. Although it is not anticipated that additional Deputy Sheriff positions will be recommended, the Sheriff reserves all rights related to staffing. If additional positions are added at a later date, the Association will be notified of such recommendations.
2. Deputy Sheriff incumbents assigned to the Jail will perform all detention-related duties and responsibilities.
3. Deputy Sheriff incumbents will be supervised through the appropriate chain of command (e.g., Correctional Sergeants, Correctional Lieutenants). Incidents to be investigated by the Internal Affairs Unit, that involve staff assigned to the Jail while on or off duty, will be assigned to the appropriate investigator by the Internal Affairs Sergeant.
4. While no specific timeframe is established, it is anticipated that Deputy Sheriff incumbents assigned to the Jail will remain in this assignment approximately two years.
5. Deputy Sheriff II new hires may be initially assigned to the Detention Custody Bureau. Furthermore, such new hires may be granted status as a permanent employee based solely on experience gained while assigned to the Detention Custody Bureau.
6. Current Deputy Sheriff incumbents may be reassigned to the Jail at the discretion of the Sheriff, or may request a reassignment pursuant to current departmental procedures. The Sheriff reserves all rights associated with the deployment of staff to meet the operational needs of the department.
7. Time spent assigned to the Jail shall be counted toward seniority for purposes of Deputy Sheriff shift selection and vacation time off throughout the department. In regards to both shift selection and vacation scheduling in the Jail, department management will identify the number of slots available, and Deputy Sheriffs will "bid" for those slots based on current departmental procedures as utilized in the Jail (seniority will be blended with Correctional Officers).

### 12-Hour Flexible Work Schedules – Jail Only

1. A 12-hour work schedule may be established effective in FY 2002/03 by the Sheriff, for all Unit 1 classifications assigned to the Jail.
2. If such schedule is established, it will consist of seven 12-hour workdays in a 14-day work period (84 hours), consistent with the FLSA 7(k) exemption.
3. This flexible work schedule shall be governed by Salary Resolution Sections 813.2 (Exemptions – Overtime). Overtime shall only be paid for authorized work performed in excess of 12 hours in a day or over 84 hours in a work period.
4. Employees shall be credited with a maximum of 8 hours Holiday time for holidays worked or taken (including holidays falling on a regular day off).
5. If the Sheriff implements the 12-hour schedule in the Jail, it will continue for one year from that implementation date. 45 days prior to the one-year period, the parties shall meet and confer over continuation of the 12-hour work schedule.

### Establishment of the Deputy Sheriff I – Recruit Classification

1. The parties agree that on June 4, 2002, it will be recommended to the Board of Supervisors that a provisional Deputy Sheriff I - Recruit classification be established at the same salary range as Deputy Sheriff I - Court Services and included within Unit 1.
2. Unit 1 employees that desire to promote/demote to Deputy Sheriff positions shall, in addition to meeting the established minimum qualifications, except P.O.S.T., participate in a departmental selection process for Deputy Sheriff - I Recruit. Those individuals selected by the Sheriff shall be allowed to attend the peace officer academy (Basic P.O.S.T.) certificate) at the expense to the County (i.e., County-paid salary, tuition and materials cost).
3. Any employee so selected, would either promote or demote into the provisional Deputy Sheriff I- Recruit classification. Those employees demoting shall do so without any loss in current base compensation (their salary would be y-rated until they are promoted to a level in the Deputy Sheriff classification series where there is a step that exceeds their y-rated salary).
4. Any employee who demotes to Deputy Sheriff I - Recruit from a position in which he/she had permanent status and is rejected during the provisional appointment to Deputy Sheriff I - Recruit, shall have the right to return to that position. Employees who promote shall have the same rights, pursuant to Personnel Rule 5023.
5. During successor MOU negotiations, the parties will continue to meet and confer regarding the impact of the establishment of the Recruit classification.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Agreement is entered into between FRESNO DEPUTY SHERIFF'S ASSOCIATION (hereinafter "FDSA"), FRESNO COUNTY SHERIFF RICHARD PIERCE (hereinafter "SHERIFF") and FRESNO COUNTY (hereinafter "COUNTY").

WHEREAS, FDSA filed a petition for writ of mandate and a complaint for declaratory relief in Superior Court Case No. 01 CE CG 02423 alleging that the Sheriff's Department violated the FDSA Memorandum of Understanding by ordering Patrol Division employees to depart from their four day, ten hour work week (4/10) and by unilaterally changing an established practice of allowing members to cash out eighty hours of annual leave yearly.

WHEREAS, the COUNTY timely filed an answer to the writ of mandate and complaint for declaratory relief denying each and every allegation contained therein.

WHEREAS, the parties hereto wish to avoid additional expense, time and risk of litigation, and wish instead to resolve this matter without further litigation.

NOW, THEREFORE, in consideration of their mutual promises and obligations herein exchanged it is hereby agreed as follows:

1. Sheriff agrees to issue a memorandum to his executive staff regarding notice of schedule changes and holiday scheduling as set forth in Exhibit A attached hereto and incorporated by this reference.
2. So long as the Board of Supervisors continues the annual leave cash out program, the Sheriff agrees to approve or deny employee annual leave cash out requests made pursuant to Fresno County Salary Resolution Section 610.7 in the context of the "Annual Leave Cash Out for Training" guideline set forth in Exhibit B attached hereto and incorporated by this reference.

3. The Sheriff and County agree to an annual leave reinstatement process as set forth in Exhibit C attached hereto and incorporated by this reference for deputies in Community and Youth Services Bureau who used two hours of annual leave/vacation pay on Labor Day and/or Veteran's Day in 2001.

4. FDSA agrees to dismiss with prejudice Fresno County Superior Court Case No. 01 CE CG 02423 upon execution of this Agreement.

5. Each party to this Agreement shall bear their own attorney fees and costs arising from the litigation respecting Fresno County Superior Court Case No. 01 CE CG 02423, and the matters as referred to herein, the dismissal of the complaint and all related matters.

6. FDSA expressly understands and acknowledge that they are waiving all rights set forth in Civil Code section 1542 which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

7. This Settlement Agreement and Release of Claims shall be construed and interpreted in accordance with the laws of the State of California.

8. Each party agrees to take such actions and to execute and deliver such documents as may be reasonably necessary to effect the purpose and terms of this Agreement.

9. Each party signing this Agreement represents that he/she has carefully read each provision of this Agreement, and that each signing party acknowledges and understands each of the provisions of this Agreement and the effect thereof and to voluntarily accept each of them. In addition, each party represents that it has signed this Agreement free from compulsion, coercion or undue influence.

10. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof. All prior agreements, representations, understandings, and writings concerning the subject matter are hereby expressly superseded and are of no further force or effect. No variation or modification of this Agreement shall be deemed valid unless done in writing signed by all the parties.

11. Nothing in this Agreement shall be interpreted or construed to be an admission on the part of, nor to the prejudice of, any party named herein. Such party expressly denies any and all liability arising from or related to the above-mentioned action.

12. This Settlement Agreement and Mutual Releases shall become effective following execution by all parties specified in the body of this document.

IN WITNESS WHEREOF, the parties have set their hand in Fresno, California, on this date and year below stated.

Dated: \_\_\_\_\_, 2002

APPROVED AND AGREED TO BY AND ON  
BEHALF OF PETITIONERS

\_\_\_\_\_  
Mike Robinson, President FDSA

Dated: \_\_\_\_\_, 2002

APPROVED AND AGREED TO BY AND ON  
BEHALF OF RESPONDENT

\_\_\_\_\_  
Richard Pierce, Fresno County Sheriff

REVIEWED AND RECOMMENDED  
FOR APPROVAL

By \_\_\_\_\_  
BART BOHN  
County Administrative Officer

REVIEWED AS TO LEGAL FORM  
PHILLIP S. CRONIN, COUNTY COUNSEL

By \_\_\_\_\_  
DENNIS A. MARSHALL  
Assistant County Counsel  
Attorneys for Respondent

BENNETT & SHARPE, INC.

By \_\_\_\_\_  
THOMAS SHARPE  
Attorney for FDSA

Dated: \_\_\_\_\_, 2002 COUNTY OF FRESNO

By \_\_\_\_\_  
CHAIRMAN, Board of Supervisors

Attest:

Bernice E. Seidel,  
Clerk to the Board of Supervisors

By \_\_\_\_\_

DATE: December 18, 2001  
TO: Sheriff's Department Executive Staff  
FROM: Sheriff Richard Pierce  
SUBJECT: Schedule Changes and Holiday Schedules

I am issuing this memorandum to executive staff clarifying my position regarding advance notice to employees when their regular days off and/or work hours are changed and changing employee's regular days off solely because their RDO falls on a holiday.

The following sets out my position:

1. Notice of Schedule Changes:

Each supervisor and manager should try to give employees at least two weeks notice, or as much notice as possible, when changing employee's RDO and/or hours to meet departmental needs.

2. Holiday Schedules:

Supervisors and managers are not to change any employee's RDO solely because the employee's day off falls on a County paid holiday.

Please make sure that supervisors and managers in your Bureau understand my position with respect to each of these issues.



ADDENDUM  
TO MEMORANDUM OF UNDERSTANDING FOR  
FRESNO DEPUTY SHERIFF'S ASSOCIATION – UNIT 1

MOU EXTENSION

The parties agree to extend the current MOU (expires December 15, 2019) to July 12, 2020.

ARTICLE 12 - HEALTH INSURANCE

The parties agree to the following revisions to the Health Insurance Article within the Memorandum of Understanding (MOU):


Effective December 16, 2019, the County will contribute 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>
Employee Only	\$308	N/A	\$308
Employee plus Child(ren)	\$308	\$180	\$488
Employee plus Spouse	\$308	\$180	\$488
Employee plus Family	\$308	\$180	\$488

All other terms and conditions as contained within the Health Insurance Article shall remain unchanged.

  
\_\_\_\_\_  
County of Fresno

11/25/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Fresno Deputy Sheriff's  
Association – Unit 1

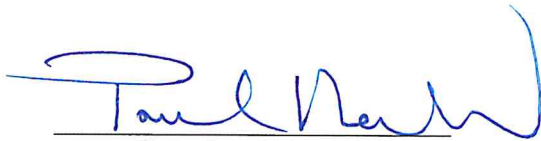
11/25/19  
\_\_\_\_\_  
Date

ADDENDUM  
TO MEMORANDUM OF UNDERSTANDING FOR  
FRESNO DEPUTY SHERIFF'S ASSOCIATION – UNIT 1

**MOU EXTENSION**

The parties agree to extend the current MOU (expires July 12, 2020) to November 1, 2020.

All other terms and conditions as contained within the MOU shall remain unchanged.



County of Fresno

6/4/2020

Date



Fresno Deputy Sheriff's  
Association – Unit 1

6-4-2020

Date

ADDENDUM  
TO MEMORANDUM OF UNDERSTANDING FOR  
FRESNO DEPUTY SHERIFF'S ASSOCIATION – UNIT 1

**MOU EXTENSION**

The parties agree to extend the current MOU (expires November 1, 2020) to October 31, 2021.

**ARTICLE 12 - HEALTH INSURANCE**

The parties agree to the following revisions to the Health Insurance Article within the Memorandum of Understanding (MOU):

Effective December 14, 2020, the County will contribute 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>
Employee Only	\$318	N/A	\$318
Employee plus Child(ren)	\$318	\$210	\$528
Employee plus Spouse	\$318	\$210	\$528
Employee plus Family	\$318	\$210	\$528

All other terms and conditions as contained within the Health Insurance Article shall remain unchanged.



County of Fresno

8/11/2020

Date



Fresno Deputy Sheriff's  
Association – Unit 1

08/11/2020

Date