

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**FRESNO COUNTY DEPUTY  
PROBATION OFFICERS  
ASSOCIATION**

**(UNIT 11)**

**AND**

**THE COUNTY OF FRESNO**

**JULY 7, 2025 – JULY 5, 2026**

# UNIT 11

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### **ADDENDA:**

ADDENDUM – EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

## **INTRODUCTION/PURPOSE**

We, the Undersigned, duly appointed representative of the County of Fresno, hereinafter referred to as "County" and Fresno County Deputy Probation Officers Association, Unit 11, hereinafter referred to as "Association", having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for Representation Unit 11. It is the purpose of the MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU.

## **SALARIES**

<b><u>Classification</u></b>	<b><u>Current Bi-Weekly Salary Range</u></b>	<b><u>1% Increase Eff. 7/7/25</u></b>	<b><u>2% Increase Eff. 6/22/26</u></b>
Deputy Probation Officer I	1943	1962	2001
Deputy Probation Officer II	2190	2212	2256
Deputy Probation Officer III	2470	2495	2545
Deputy Probation Officer IV	2730	2757	2812

## **RECOGNITION**

Pursuant to the provisions of the Fresno County Employee Relations Ordinance, the certification of the Fresno County Civil Service Commission, and appropriate State law, the County hereby recognizes the Association as the exclusive representative for the classifications of Deputy Probation Officer I, Deputy Probation Officer II, Deputy Probation Officer III and Deputy Probation Officer IV.

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

## **REPRESENTATIVE ACCESS**

Consistent with the County's Employee Relations Ordinance, authorized Association Representatives will be granted reasonable access to work locations with the approval of the appropriate management representative, for the purpose of conducting grievance investigations and observing working conditions.

To gain such access, Association Representatives shall obtain permission from the department head or designee at least one business day in advance. Once access permission is granted and the Association Representative arrives, the representative shall confine activity specifically to the stated reason for the requested access.

## **RELEASE TIME**

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 will have release time with prior department head approval for presentations to County Boards, Committees, and Commissions; will have release time as approved for meeting with management at the departmental and County-wide level; will submit a written request to the department head at least three (3) business days prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of County services as determined by the department head.

## **BULLETIN BOARDS**

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

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

## **MEETING PLACE**

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

## **WORK SCHEDULES**

The regular day shift will consist of eight (8) working hours between 5:00 a.m. and 7:00 p.m. as scheduled by the department head or their designee. No shift differential shall be paid when the entire eight (8) hour shift falls between these hours.

Program and/or caseload needs may necessitate that management assign a Deputy Probation Officer (DPO) to a shift other than one which falls within the defined day shift. This could also affect scheduled days off. Except in cases of emergency which would necessitate a lesser notice, as determined by the Chief Probation Officer, management will give a minimum of three (3) weeks notice to the affected employee(s) when their shift and/or days off are to be changed. Shift assignment to a shift (other than defined day shift) shall first be solicited by management from qualified volunteers.

In the event management cannot make a selection, DPOs will be assigned based on management's determination of the most qualified person for the assignment.

Employees will be scheduled under the provisions of this article up to a maximum of two (2) years. After eighteen (18) months, the employee can request reassignment. Upon receipt of such notification, management will begin the reassignment process. Reassignment will occur no later than the end of the two (2) year period. The employee may opt to stay in their assignment beyond the two (2) year period of time. An employee will not be involuntarily reassigned under the provisions of this article for a twenty-four (24) month period after the completion of a involuntary assignment. This shall not apply to the current reassignment process which occurs within the defined regular day shift.

### **SHIFT PREMIUM**

An employee, who by assignment or by rotation works a **regular** shift, any portion of which occurs between the hours of 7:00 p.m. and 5:00 a.m. is eligible for shift premium and shall be paid, in addition to the basic compensation, a six percent (6%) premium for all work hours which occur after 7:00 p.m., and before 5:00 a.m. There shall be no shift premium paid during periods of Annual Leave, vacation/sick leave, holiday time off, and periods of temporary reassignment to work hours excluded from shift premium.

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

An employee whose regular eight (8) hour shift begins **and** concludes between 5:00 a.m. and 7:00 p.m. shall not be eligible for shift premium for any regular or overtime hours worked, even if the overtime hours occur prior to 5:00 a.m. or extend beyond 7:00 p.m. Exception: if any employee who works a regular day shift performs an **entire** overtime shift that begins or concludes between the hours of 7:00 p.m. and 5:00 a.m., the employee is eligible for shift premium for that overtime shift for all work hours which occur after 7:00 p.m. and before 5:00 a.m. Additionally, employees working a regular day shift flexible work schedule which extends into the hours of 7:00 p.m. to 5:00 a.m. shall not be eligible for shift premium.

### **OVERTIME**

#### **Compensation**

All employees covered by this MOU shall be paid at the rate of time and one-half (1½) for overtime worked. In determining whether or not overtime hours have been worked, only productive work hours (actual hours worked) shall apply. Overtime is authorized work performed by employees in excess of eight (8) hours a day or over forty (40) hours in a work week. Overtime shall be paid at time and one-half (1½) of the employee's base rate of pay ("County Overtime") unless the overtime meets the definition of overtime under the provisions of FLSA. In the latter instance, overtime shall be calculated at a rate of one and one-half (1½) times the employee's regular rate of pay as defined by the provision of FLSA ("FLSA" Overtime). Should the calculated "FLSA" overtime be greater than the calculated "County" overtime, an adjusting entry (earn code 90-FLSA OT) shall be made.

Overtime shall also include all authorized consecutive hours worked over eight (8) which extend a shift into a new day. Hours worked immediately preceding a shift that extends into a new day would also be considered overtime. However, overtime paid in this setting shall not be included in any overtime/double-time overtime computation for regularly assigned work hours on the new day.

#### Compensatory Time Off

Employees may choose to accrue compensatory time off for overtime hours worked. Employees may accrue a combined maximum of compensatory time off (CTO) and holiday balances up to a maximum of sixty (60) hours (24 of which may be holiday accrual). Employees may request to be paid in cash at any time for accrued hours. Use of CTO shall be at a time mutually agreed upon by the employee and department head or their representative. CTO and holiday balances may be paid off annually in cash at a time selected by the department head at their discretion.

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

#### Eighth Consecutive Day

Should employees of this Unit be scheduled by management to work more than seven (7) consecutive work days, commencing on the eighth (8<sup>th</sup>) day, the employee will be compensated at two (2) times their regular hourly rate for overtime hours worked until such time as two (2) consecutive days off are received.

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

To clarify which employees are volunteers, each current employee shall be provided a form upon which to waive eighth (8<sup>th</sup>) day overtime eligibility. Employees may either complete the form (thereby indicating wavier or discard it. Employees who return the signed form shall not be entitled to double-time overtime pay for the eighth (8<sup>th</sup>) consecutive day worked nor days thereafter.

The above pay 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.

#### Assignment

In the event management determines the need to order overtime, employees shall be selected based on management's determination of who would best meet the department's need for the specified overtime assignment. Management will make every effort to consider volunteer requests first, providing the volunteers are qualified (as determined by management) to perform the assignment.

## **STANDBY**

The parties agree to the terms and conditions regarding Standby compensation as set forth below:

1. Standby is defined as any time outside of an employee's normally scheduled work hours where the employee is scheduled or designated for Standby assignment. Standby for AB109 Post Release Community Supervision (PRCS) Offender Violation Booking Process is a prescheduled standby pay and shall be paid through the designated AB109 fund;
2. When on Standby assignment, the employee shall remain available by telephone (e.g. mobile) and/or as designated by management and have access to the necessary equipment (e.g. computer). Further, the employee shall be in fit condition to perform assigned duties, and shall refrain from any activities which may impair the employee's ability to receive and to respond to calls;
3. Employees scheduled or designated for Standby assignment shall be compensated at the rate of \$5.00 per hour. Overtime cannot be earned concurrently with Standby Pay. Additionally, compensation for calls received and responded to shall be at one and one half (1 ½) times the normal rate of pay for work performed in fifteen (15) minute intervals. The maximum number of fifteen (15) minute intervals in an hour shall be four (4). Two (2) or more calls addressed within fifteen (15) minutes shall be considered one (1) fifteen (15) minute interval; compensation for phone calls shall be earned concurrently with Standby Pay.
4. Employees scheduled or designated for Standby assignment are not considered to be prescheduled by management to work more than seven (7) consecutive work days. Therefore, the period of time spent by an employee on Standby assignment and the actual time worked by an employee as a result of a Standby assignment, shall not be included in the seven (7) consecutive work day period described in the Overtime provisions within this MOU.

Management reserves the right and authority to discontinue Standby at any time. A two (2) week notice, if practicable, shall be given to the impacted employee(s). Such discontinuance shall not be appealable or subject to grievance.

## **ALTERNATIVE WORK SCHEDULES – ADULT COMPLIANCE TEAM**

In recognition of the Public Safety Realignment Act as outlined in AB 109 effective October 1, 2011, and the requisite participation of two (2) Deputy Probation Officers in the Adult Compliance Team (ACT), the parties agree to the terms and conditions regarding an Alternative Work Schedule (AWS) as required by the ACT and as set forth effective May 28, 2012.

The parties acknowledge and understand that the AWS shall consist of four (4) 10-hour workdays per 7-day workweek (i.e. 80 hours per 14-day pay period); however, due to the distinctive work requirements of the ACT for which the AWS is necessary, the AWS may be subject to variation in the specific workdays and starting/ending times within a given 7-day workweek to meet the needs of the ACT but must remain within the four (4) 10-hour days per workweek parameter.

The Probation Department shall submit a memo to Human Resources – Labor Relations identifying the name of the employee(s) assigned to the ACT and subject to the AWS. Upon review and approval, Labor Relations shall execute an AWS agreement with the Deputy Probation Officers Association.

The AWS shall be governed by this Article. It is acknowledged and understood that County overtime shall only be paid for authorized work performed in excess of ten (10) hours in a day or forty (40) hours in a 7-day workweek. Furthermore, the employee(s) shall be paid for holidays worked or taken (including holidays falling on a regular day off) as specified within the Holidays Article. Lastly, the employee(s) shall not be eligible for shift premium.

Management reserves the right and authority to discontinue this AWS at any time. A 2-week notice, if practicable, shall be given to the impacted employee(s). Such discontinuance shall not be appealable nor grievable.

The AWS shall be effective through the term of the MOU pending continuance of necessary funding.

### **DUES AND DEDUCTIONS**

The Association may have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The Association is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employees' responsibility to submit requests to start or stop dues deductions directly to the Association and not to the County. The Association is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Association membership, dues amounts, and payroll deductions must be directed to the Association and not the County.

The Association will provide to the County an updated, certified dues deduction list of bargaining unit members who have provided written authorization for regular dues deductions. The County will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Association will immediately notify the County of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the County within one business day, an updated, certified dues deduction list noting any specific changes from the last list provided to the County. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Association will pay the County's standard administrative fees for payroll deductions. Following the County's deductions of these administrative fees, the County will electronically transmit the balance of funds to the Association no later than thirty (30) days after the deductions occur.

The Association shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims



for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Association's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

### **NEW EMPLOYEE ORIENTATION**

The County agrees to maintain, within budget constraints, a Human Resources sponsored employee orientation program for newly hired County Employees. A total of fifteen (15) minutes will be provided for presentations by Association Representatives. Representatives of the Association may participate in these presentations at each Department of Human Resources sponsored new employee orientation program, where new employees of this unit are in attendance. Reasonable time will be allowed for questions and answers. The County will schedule each new employee for orientation within forty-five (45) working days of hire.

In accordance with AB 119, the County shall provide the Association, within 30 days of hire date, electronic notification of the name, job title, department, work location, work, home and cell phone numbers, home address, and personal e-mail addresses of any newly hired employees in a classification represented by this unit, if provided by the employee.

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

### **ANNUAL LEAVE**

All employees hired after October 9, 1983, will participate in the Annual Leave IV Plan as governed by the Fresno County Salary Resolution, Section 600.

### **BEREAVEMENT LEAVE**

Each employee occupying a full-time, permanent position shall be eligible for paid Bereavement Leave up to twenty-four (24) working hours per bereavement for the death of a qualifying relative. Employees who work less than 80% of a full-time position shall be eligible for up to twelve (12) hours of paid Bereavement Leave per bereavement for the death of a qualifying relative.

All leave must be requested, approved and completed within six months of the qualifying relative's death.

A qualifying relative shall be defined as the employee's: legally recognized spouse, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, child, step-child (including California Health and Safety Code, Section 102950), grandmother, step-grandmother, grandfather, step-grandfather, grandchild, or step-grandchild. Also qualifying shall be an employee's corresponding relative through their legally recognized spouse: spouse's mother, spouse's father, spouse's brother, spouse's sister, spouse's child, (including California Health and Safety Code, Section 102950), spouse's grandmother, spouse's grandfather, or spouse's grandchild.

Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled but not worked. For example, an employee who regularly has Fridays off is not eligible to use Bereavement Leave on a Friday.

Employees must maintain active payroll status to be eligible for Bereavement Leave. Active payroll status is defined as receiving any type of pay from the County (e.g. Annual Leave, Sick Leave, Vacation). If an employee is not receiving any pay from the County, they are deemed to be on inactive payroll status and not eligible for Bereavement Leave (e.g. unpaid leave of absence). Employees may substitute Bereavement Leave for available Annual Leave when integrating with State Disability Insurance.

Employees may request use of Annual Leave when the employee desires additional time off for bereavement-related purposes. Approval by the Department of total Bereavement Leave hours permitted (including any additional Annual Leave requested) will be based on operational need.

Employees taking Bereavement Leave shall submit a written statement under penalty of perjury on the Leave Request and Certification Form.

### **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.

### **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.

### **PART-TIME EMPLOYEE BENEFITS**

Incumbents of part-time permanently allocated positions shall continue to receive all currently prorated benefits provided by the County. In addition, the County shall pay one-half (½) of the County health insurance benefit contribution for each such part-time employee who regularly works fifty percent (50%) or more of the hours required of full-time employees. The County shall continue to pay the full County health insurance contribution for employees who regularly work eighty percent (80%) or more of the hours required of full-time employees.

Health insurance coverage shall be optional for part-time employees who regularly work fifty percent (50%) or more of the hours required of full-time employees. When such employee options for health insurance coverage, the County shall pay one-half (½) of the County health insurance premium contribution and the employee shall be required to pay one-half (½) the current employee any remaining premium rate. Eligible part-time employees may also enroll dependents on the same basis as full-time employees.

Part-time employees who regularly work less than fifty percent (50%) of the hours required of full-time employees shall not be eligible for health insurance coverage.

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

**HEALTH INSURANCE**

- 1. Effective December 9, 2024, on behalf of each full-time employee (.8 or higher FTE), the County will contribute up to the following amounts per pay period based on the employee’s plan selection:

<u>Plan Selection</u>	<u>Total Contribution</u>
Employee Only	\$458
Employee plus Child(ren)	\$718
Employee plus Spouse	\$718
Employee plus Family	\$903

- 2. If during the term of this agreement the State or Federal government legislates mandatory benefit levels in excess of those covered by agreement between the County and health/dental plan(s) which results in increased premiums, either the County or the employee organization may request the other party to meet and confer regarding the terms and conditions set forth herein.
- 3. Pursuant to the HBAC agreement, the parties agree to continue to meet and discuss the County’s health benefit program before the commencement of each Plan Year.

**PARKING**

Employees who are permanently assigned at a work location outside of the downtown area and who are required as a part of their job to appear in court can park in any County reserved stall in any County lot (except the courthouse). It will be the responsibility of the employee to call the Parking Coordinator to be placed on a no-cite list.

**REPRESENTATION IN COURT**

Subject to all appropriate provisions of California Government Code Sections, the County will, upon request of an employee or former employee and approval by the Board of Supervisors, defend against claim or action for an injury arising out of an act or omission (i.e., not as a result

of negligence and/or unlawful conduct) occurring within the scope of employment as an employee of the County and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the County has agreed.

### **HOLIDAYS**

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

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

Every Monday following a Sunday which falls on January 1, March 31, June 19, July 4, November 11, or December 25

Every Friday when such Friday immediately precedes January 1, March 31, June 19, July 4, November 11, or December 25

#### **Holiday Pay Eligibility:**

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

#### **Holiday Credit**

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

### Compensation for Time Worked on a Holiday

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

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

### Holidays - Seven Days a Week Work Units:

Only the actual days upon which January 1, March 31, June 19, July 4, November 11, and December 25 fall shall be considered paid holidays for Deputy Probation Officers who are employed in a work unit which routinely remains open seven (7) days a week.

### Holiday Pay – Flexible Work Week

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

### Holidays Falling on Days Off

Employees shall be paid eight hours (or four hours as defined herein for part-time employees) of holiday time for a holiday falling on their regular day off, or the employee may elect to accrue eight hours of holiday credit.

### Holiday Time Off Balances

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

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

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

### **CANINE HANDLERS**

Any Deputy Probation Officer assigned to handle a canine used for probation/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 Probation Officer, 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 Probation Officers assigned canines for home kenneling shall be compensated for grooming time conducted outside of the hours of the Deputy Probation Officer’s normal shift. All such grooming time shall be compensated as overtime, consistent with the Overtime Article in this MOU. CTO may be elected subject to the 60 hour maximum. 30 minutes (.5) per day times 7 days per week will be allowed for grooming.

“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 County Probation Office Canine Manual and any additional equipment deemed necessary by the Probation Office.

## Continuation of Canine Program

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

## **REASSIGNMENT**

Employees who desire to be reassigned to specific work locations or shifts within their department may submit a written request for reassignment through the department head, or designated representative as delineated in Lexipol Policy 815 – Request for Change of Assignment. Requests from employees wishing to be reassigned will be given priority insofar as the best interest of the department will permit as determined by the department head. Employees to be reassigned will be given reasonable notice in advance of such reassignment whenever possible. Nothing in this article shall be construed in such a way as to conflict with existing Fresno County Personnel Rules or Regulations nor shall this article be applicable in cases of emergency.

## **CONTINUITY OF OPERATIONS**

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

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

## **MANAGEMENT RIGHTS**

- A. All County rights, powers, functions, and authorities except as expressly abridged by this Agreement shall remain vested in the County whether or not they have been exercised in the past.
- B. The County shall not be obligated to exercise any management rights stated below in "G."
- C. All decisions made in accordance with County Management Rights which are established in this Section or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.
- D. This article is not intended to nor may it be construed to modify the provisions of the Charter relating to Civil Service or personnel administration. The Civil Service Commission shall continue to exercise authority delegated to it.
- E. 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. 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, layoff, dismiss its employees;
  5. Communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;
  6. Take disciplinary actions;
  7. Relieve its employees from duty or reassign employees because of lack of work or for other reasons the County considers legitimate;
  8. Evaluate and maintain the efficiency of County operations;
  9. Determine and change the method, means, personnel, and standards by which County operations are to be conducted;
  10. Determine the content of job classifications;
  11. Take all necessary actions to carry out its mission in emergencies, including the suspension of portions or all of this Agreement 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 Agreement;
  14. Make all financial and budgetary decisions;
  15. Establish, allocate, schedule, assign, modify, change and discontinue work shifts and working hours and workweeks;
  16. Contract, subcontract, establish, merge, continue or discontinue any function or operation of the County;



17. Engage consultants for any future or existing function or operation of the County;
18. Order overtime.

### **DISCIPLINARY ACTION**

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

### **BILINGUAL SKILL PAY**

The Director of Human Resources, in consultation with County Department Heads, will designate certain languages as eligible for bilingual certification, based on operational need. Bilingual assignments and allocations are subject to approval by the County Administrative Office (CAO's Office).

Employees who may be eligible for Bilingual Skill Pay will be certified to determine their proficiency in the specified language. Once the employee is bilingual certified through the proficiency exam, Bilingual Skill Pay will be granted upon Department Head approval and the employee's assignment to a qualifying position.

#### **Tiers of Bilingual Certification:**

1. All employees certified for any type of Bilingual Skill Pay shall be minimally certified to the County's Basic Bilingual Proficiency Requirement (BPR). Employees who currently meet the Bilingual Pay requirements, shall be grandfathered into the BPR pay effective upon implementation of this agreement.
2. A department may create and operate an Advanced BPR (ABPR) based on operational needs subject to approval by the Director of Human Resources. Employees who currently meet the Bilingual Pay requirements, shall be grandfathered into the ABPR pay effective upon implementation of this agreement through January 1, 2026.
  - a. Operational Need is defined as a critical need for linguistic skills where terminology or education is rapidly evolving and may result in potential misdiagnosis, degradation of service delivery with implications for injury, and where lacking advanced skills may cause a department to be unable to comply with statutory or contractual mandates (i.e., grant terms and conditions for cultural competency).
  - b. On presentation to, and approval by, the Director of Human Resources, each Department Head may contract with a specialized vendor with competency in advanced written and oral testing for each specified language.

Each ABPR will be outlined in written form and communicated to all employees who may be eligible for the program, along with any period of recertification, as applicable.

### Bilingual Proficiency Examinations and Certification Process:

1. Bilingual skills are certified to meet the County's Basic and Advanced Bilingual Proficiency Requirement (BPR) through a formal examination process administered by an approved vendor with a specialty in bilingual examinations. Employees shall not be required to recertify unless:
  - a. They have a break in County service; or,
  - b. The department for whom they are hired and perform bilingual duties, as defined, has a department-led bilingual recertification and training program known as an ABPR.
2. Employees may submit a written request to their department personnel unit to be considered for bilingual certification. The department head or designee shall have authority to accept or reject the request for certification and may authorize the employee for assignment to either the County BPR level, or at the ABPR level provided that the department has an active and approved ABPR.

ABPR certification shall only be pursued by a department once the employee has been certified to the County BPR.

Employees may be tested and certified without being assigned to work in a Basic or Advanced Role. Only personnel who meet all conditions of the Position Designation/Eligibility clause of this article are eligible for the related pays.

3. The department shall be responsible for bilingual examination through the appropriate vendor at the department's own expense. Employees will be released on County time and travel and vehicle use shall be in accordance with Management Directive (MD) 500 (Travel) and MD 900 (County Automotive Transport). Time in transit to and from testing sites shall be County time.
4. Employees that fail the certification exam, shall have the ability to retest once more without a secondary written request to the department. If an employee fails a second time to become certified, then they may request another examination for either level of competency by submitting another written request to their department. Upon receipt of the written request, the department will review its operational needs and provide a written response to the employee within ten (10) business days. All tests approved and subsequently conducted after the second failure shall be at the employee's expense, save that travel and testing time is still County time and that said travel complies with the MD's referenced above. If, after the second failed test, an employee is directed by management to retake the exam, the department shall cover the exam costs. An employee's eligibility to retest at the County's expense resets one year after their second failed test.

### Position Designation/Eligibility:

Employees may be eligible to receive Bilingual Skill Pay when all the following conditions are met:

1. The position is designated as eligible for Bilingual Skill Pay by the employee's department head or their designee and as allocated by the CAO's Office at one of the following levels:
  - a. BPR – The employee demonstrates and uses the ability to converse and translate orally to/from English to/from the second language.
  - b. ABPR – The employee demonstrates the ability to converse, read, write, and translate (orally and in writing) to/from English to/from the second language and the department has an approved ABPR. The employee must regularly demonstrate the use of said language(s). The employee is at least annually recertified to meet the department's advanced need for currency in industry jargon or in response to funding mandates or other statutes requiring such repetitive certification.
2. Upon certification, qualifying employees will be designated as qualified at BPR or ABPR; and,
3. The employee is assigned by their department to use the skill.

### Bilingual Skill Pay Effective Date:

For Bilingual Skill Pay to take effect, the position must be designated at either BPR or ABPR, and the employee must be certified to the corresponding level. Bilingual Skill Pay shall be effective the pay period subsequent to all conditions being met and cannot be applied retroactively.

### Pay Provisions:

1. Bilingual Skill Pay shall be paid in the following amounts:
  - a. BPR - \$60.00 per pay period
  - b. ABPR - \$100.00 per pay period
2. Exception: Bilingual Skill Pay shall not be paid when the entire pay period consists of annual leave and/or unpaid leave.
3. Employees shall only be paid the highest rate (i.e. paid for ABPR over BPR) for which they are certified – and which the department authorizes and assigns them – and shall only receive payment for one language, regardless of the number of languages for which they are certified. The BPR and ABPR rate may not be combined in any manner.

4. If the employee transfers, demotes, or promotes to a position that is not designated as bilingual, they will no longer be eligible for Bilingual Skill Pay. Likewise, an employee transferring, demoting, or promoting to a position which is eligible for Bilingual Skill Pay will be eligible only for the level and rate authorized for said position. The County shall make every effort to place a BPR or ABPR qualified and practicing employee in a position also already qualified and allocated for a BPR or APBR. Former certification and pay will have no bearing on the new position and rate.

### **EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE**

The Employee Grievance Resolution Procedure and Form agreed to shall be available on the Human Resources website. No changes shall be made to the procedure and/or form without mutual agreement of the Association and County.

### **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 and other applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

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

Pursuant to the California Public Employees' Pension Reform Act of 2013 ("PEPRA;" AB 340, GC §§7522 et seq), any employee hired into a permanent position who will become a new member of the Fresno County Employees Retirement Association (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 hired who will become a new member of FCERA on or after January 1, 2013, is an individual who was previously employed by another public employer and was able to establish reciprocity with FCERA as specified in § 7522.02(c). In the case of reciprocity being established, the new employee would be enrolled into General Tier IV.

Any employee hired prior to January 1, 2013, should contact FCERA to obtain information regarding their retirement tier and benefits.

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

**ASSOCIATION REPRESENTATIVE LEAVE OF ABSENCE**  
**(SB 1085/Government Code 3558.8):**

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

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

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

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

## MOU REOPENERS

### Health Insurance:

- The parties agree to a re-opener regarding health insurance contributions for Plan Year 2026, on or around September 1<sup>st</sup> of 2025.

### FIVE (5) YEAR RETENTION PAY

Effective July 11, 2022, employees at the Deputy Probation Officer III or Deputy Probation Officer IV classification level shall be eligible to receive a 2.5% retention premium pay differential upon completion of at least 26 pay periods at step five, and the completion of five years of continuous satisfactory service at that classification level, as defined in Salary Resolution Sections 410.1 and 410.2 and upon recommendation of the employee's Department Head. This differential will reset upon promotion from the DPO III level to the DPO IV level.

### TEN (10) YEAR RETENTION PAY

Effective October 16, 2023, employees within the Deputy Probation Officer I/II/III/IV classification series shall be eligible to receive a 5% retention premium pay differential upon completion of 10 years of continuous satisfactory County service within the classification series, as defined in Salary Resolution Sections 410.1 and 410.2 and upon recommendation of the employee's Department Head. This differential will not reset upon promotion up through the DPO series.

### PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS (POBR)

In accordance with applicable Government Code sections(s), the classifications of Deputy Probation Officer I/II/III/IV are subject to the provisions of the Public Safety Officers Procedural Bill of Rights (POBR). Should there be any revisions legislated by the State to the applicable Government Code section(s), the revised provisions would apply. Furthermore, the foregoing information is only for the parties' general reference and this Article is not grievable or appealable.

### TERM OF MEMORANDUM OF UNDERSTANDING AND RENEGOTIATION

This MOU shall be in effect from July 7, 2025, through July 5, 2026. Negotiations for the successor MOU shall begin on or around April 2026.

County of Fresno

By

Vin A. Bamber

Date

06/23/2025

Fresno County Deputy Probation  
Officers Association – Unit 11

By

[Signature]

Date

6/25/2025

ADDENDUM  
TO MEMORANDUM OF UNDERSTANDING  
DEPUTY PROBATION OFFICERS ASSOCIATION – UNIT 11

EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

The following sets forth the entire Employee Grievance Resolution 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 rule and definitions.

Step 1: Informal Resolution

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 and 3 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: Department Review

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 Labor Relations Manager no later than the end of the seventh (7th) calendar day. The Department Head, or designee, 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: Labor Relations Review

Grievances unresolved at Step 2, involving matters outside the department head's authority, or involving employees working in separate departments shall be submitted to the Labor Relations Division for resolution. If the grievance has been reviewed at Step 2, Labor Relations will attempt to mediate the grievance. If it has been referred directly to the Labor Relations Division without having gone through Step 2, Labor

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Relations will hear the matter, and provide a written response. In the latter instance, the intent, consistent with Step 2, is to identify issue and areas of agreement/disagreement and to have the parties present whatever available information/documentation necessary to fully attempt to resolve the grievance. Therefore, further clarification of the problem may be necessary and a clear statement of the issue shall be developed. All processing of the grievance at Step 3 shall be completed within fifteen (15) working days of the department liaison's written decision, unless mutually waived

#### Step 4: Mediation

Grievances unresolved at Step 3 may be submitted to Mediation upon written request by the employee or the employee's representative to the Labor Relations Manager within five (5) days of the completion of the Labor Relations Review. Should mediation be requested, the parties shall obtain the services of a mediator from the State Mediation and Conciliation Services in an effort to mediate grievance resolution before Arbitration is pursued. The parties shall not divulge in any form the offers made in mediation.

#### Step 5: Arbitration

Grievances unresolved at Step 4 may be submitted to arbitration. If the employee is dissatisfied with the results of mediation, the employee may, within five (5) calendar days of completion of mediation, request that the grievance be presented to arbitration. Such request for arbitration shall be submitted to the Labor Relations Manager. The Arbitrator shall state in writing their factual findings and reasons for their decision. If the decision of the Arbitrator 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 Arbitrator cannot be implemented by the Department Head but requires Board of Supervisors' action, the recommendation will be submitted for consideration by the Board of Supervisors at their next regularly scheduled public meeting. The action of the Board of Supervisors shall be final and binding. If the decision of the Arbitrator 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 Arbitrator'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 Arbitrator shall be on the record of the Arbitrator's hearing by administrative mandamus under California Code of Civil Procedure Section 1094.5, which appeal shall be filed within ninety (90) calendar days after the Arbitrator'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/her employment in accordance with the rules and regulations of this procedure.
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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/her 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 result in the grievance being automatically moved to the next step of the process.
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 on the Personnel Services website, as well as through the Association.
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 or designee. If the employees work in separate departments, the grievance shall be referred immediately for Labor Relations Review.

## DEFINITIONS

Arbitrator - An individual selected by the employee or their representative and Labor Relations from a panel of five (5) candidates submitted by the State Mediation and Conciliation Services. The cost of the Arbitrator shall be borne equally by the employee or their representative and the County.

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.

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

Grievance - A grievance is a complaint relating to any phase of an employee's employment or working conditions which the employee believes has been adversely affected because of:

A misapplication of a MOU, 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.

NOTE: 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.

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.

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## COUNTY OF FRESNO

### EMPLOYEE GRIEVANCE RESOLUTION FORM – UNIT 11

Please be sure to read the entire attached procedure, including the rules and definitions, before completing this form.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Job Classification

\_\_\_\_\_  
Department

\_\_\_\_\_  
Division

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Work Phone

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

<b>DESCRIPTION OF GRIEVANCE</b>
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1. List the date the alleged grievance occurred or was discovered: \_\_\_\_\_
2. State as clearly as possible the nature of the alleged grievance, including names and titles of all individuals involved. Use extra paper if necessary.
3. I feel I have been adversely affected by the misapplication of:
  - ☐ Memorandum of Understanding (Title and Section): \_\_\_\_\_
  - ☐ Ordinance (Section): \_\_\_\_\_
  - ☐ Resolution (Number and Date): \_\_\_\_\_
  - ☐ Written Policy (Attach a Copy)
  - ☐ Clearly established lawful past practice. (Detailed documentation that this is a past practice must be attached.)
  - ☐ Administrative Order. Specify: \_\_\_\_\_

4. List the specific solution(s) to this problem that you desire:

**STEP 1 – INFORMAL DISCUSSION**

1. Date discussion occurred: \_\_\_\_\_
2. Name/job classification of immediate supervisor with whom you discussed this problem:

\_\_\_\_\_

3. What was the result of the informal discussion? Please explain fully.

4. The results of this discussion are unacceptable.  
I request review at Step 2 by my Department Head.

\_\_\_\_\_  
Date forwarded to Department Head

\_\_\_\_\_  
Employee's Signature

5. Name/phone number of representative, if any: \_\_\_\_\_
6. Should all communication be directed to your representative? ☐ Yes ☐ No

**EMPLOYEE: If you have completed the form to this point, you must forward a COPY of it to the Labor Relations Division, Fresno County Plaza, 2220 Tulare Street, 16<sup>th</sup> Floor, Fresno, CA 93721. You must forward it the same day you send the ORIGINAL to your Department Head.**

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

**STEP 2 – DEPARTMENT REVIEW**

1. Date grievance submitted to department: \_\_\_\_\_
2. Date of department conference (if applicable): \_\_\_\_\_
3. Date of department response: \_\_\_\_\_
4. Decision:

5. Department Head's signature: \_\_\_\_\_

Date delivered to employee: \_\_\_\_\_

6 GRIEVANT CHECK ONE:

- a. The above decision is acceptable ☐
- b. I request a Labor Relations review ☐

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Forwarded to  
Labor Relations Division

### STEP 3 – LABOR RELATIONS REVIEW

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

\_\_\_\_\_  
Labor Relations Staff Signature

\_\_\_\_\_  
Date

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

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

### STEP 4 – MEDIATION

1. Name of State Mediator: \_\_\_\_\_
2. Date of Mediation Conference: \_\_\_\_\_
3. Outcome: \_\_\_\_\_

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

<b>STEP 5 – ARBITRATION</b>
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1. Date of request for Arbitration: \_\_\_\_\_
2. Date list requested: \_\_\_\_\_
3. Date list received: \_\_\_\_\_
4. Name of Arbitrator selected: \_\_\_\_\_
5. Date of Arbitration: \_\_\_\_\_
6. Outcome:

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐